

Court Chambers  
820 Highway 478  
Anthony, NM 88021

**City of Anthony, NM**  
**Board of Trustees: Regular Meeting**  
**MINUTES**

**Monday, August 4<sup>th</sup>, 2025**

**6:00pm**

Diana Murillo, Mayor  
Gabriel I. Holguin, MPT  
Jose Garcia, Trustee  
Daniel Barreras, Trustee  
Fernando Herrera, Trustee

**You can join meeting using your phone  
by dialing.**

**United States: [+1\(469\)312-8116](tel:+14693128116)  
Access Code: 896 763 613#**

**W/ ADDENDUM**

**Please join TEAMS meeting from your  
computer, tablet or smartphone.**

**[Meeting ID: 262 826 956 933 9](#)  
[Passcode: M2rG73kZ](#)**

*All members of the public entity participating remotely must identify themselves whenever they speak and must be clearly audible to the other members.*

**1. CALL TO ORDER by Mayor Diana Murillo at 6:00pm**

**2. PLEDGE OF ALLEGIANCE**

<b>3. ROLL CALL</b>	Present:	MPT Gabriel I. Holguin	YES	NO
		Trustee Jose Garcia	YES	NO
		Trustee Daniel Barreras	YES	NO
		Trustee Fernando Herrera	YES	NO
		Mayor Diana Murillo	YES	NO
		Quorum Established	YES	NO

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*Traduccion del ingles al español y del español al ingles esta disponible a petición.*

*Si necesita un traductor, informe la Secretaria de la Ciudad a más tardar una semana antes de la fecha programada de la reunión*

**4. APPROVAL OF AGENDA ORDER**

**1<sup>st</sup> Motion:**

**Roll Call Vote**

MPT Holguin **YES** NO  
Trustee Garcia **YES** NO  
Trustee Barreras **YES** NO  
Trustee Herrera **YES** NO

**2<sup>nd</sup> Motion:**

4-0 Vote, Motion Passes.

**5. PUBLIC COMMENTS (3-minute limit for each person)**

**6. APPROVAL OF MINUTES**

**a. Regular Meeting: 07/08/2025**

w/ amendments **1<sup>st</sup> Motion:** MPT Holguin

**2<sup>nd</sup> Motion:** Trustee Herrera

**Roll Call Vote**

MPT Holguin **YES** NO  
Trustee Garcia **YES** NO  
Trustee Barreras **YES** **NO**  
Trustee Herrera **YES** NO

3-1 Vote, Motion passes.

**b. Special Meeting: 07/17/2025**

w/ amendments **1<sup>st</sup> Motion:** MPT Holguin

**2<sup>nd</sup> Motion:** Trustee Herrera

**Roll Call Vote**

MPT Holguin **YES** NO  
Trustee Garcia **YES** NO  
Trustee Barreras **YES** NO  
Trustee Herrera **YES** NO

4-0 Vote, Motion Passes.

**c. Regular Meeting: 07/24/2025**

**1<sup>st</sup> Motion:** Trustee Barreras

**2<sup>nd</sup> Motion:** Trustee Herrera

### **Roll Call Vote**

MPT Holguin               **YES** NO  
Trustee Garcia           **YES** NO  
Trustee Barreras       **YES** NO  
Trustee Herrera       **YES** NO

4-0 Vote, Motion Passes.

#### **d. Budget Workshop: 07/28/2025**

**1<sup>st</sup> Motion:** Trustee Barreras

**2<sup>nd</sup> Motion:** Trustee Garcia

### **Roll Call Vote**

MPT Holguin               **YES** NO  
Trustee Garcia           **YES** NO  
Trustee Barreras       **YES** NO  
Trustee Herrera       **YES** NO

4-0 Vote, Motion Passes.

## **7. PRESENTATION**

### **a. Flock Safety Presentation, *Presented by Kristen Macleod, Lt. Guerrero and Sgt. Bueno.***

*Lt. Guerrero and Sgt. Bueno, along with representatives from Flock Safety, presented to the Board their recommendation to implement license plate recognition cameras to assist the police department in solving crimes within the city. Lt. Guerrero noted that neighboring cities already use similar systems, which could be linked for interagency alerts. Sgt. Bueno shared recent examples where such technology could have been beneficial and outlined potential future uses. Flock Safety staff explained the software's capabilities and benefits, noting it could reduce the need for additional officers. While some trustees expressed privacy concerns, Flock Safety and city staff clarified that the cameras would not serve as surveillance tools. Instead, they would function as detection devices, notifying the department when a flagged vehicle, identified by the city's department or other agencies, enters the City.*

### **b. Presentation on The Valley Flag Football League, *Presented Robert Hernandez.***

*Mr. Hernandez presented on his league's mission, activities, and its role in serving local youth. He stated that since 2022, the city had an agreement with his league under which no fees were charged. When the Mayor asked the City Clerk to confirm this, the Clerk reported that no record of a vote or agreement could be found. Mr. Hernandez requested the agreement be extended but was surprised at the usage fees for the next three years, calling them excessive for a non-profit league serving a low-income community. While some trustees agreed the fees should be waived, the Mayor and legal counsel raised concerns about violating the state's anti-donation clause. Attorney Ben Young noted that an MOU might address the issue, but the City Attorney cautioned against this and suggested revisiting the fee schedule for fairness. Mr. Hernandez emphasized that the league does not receive field preparation, trash removal, pest control, or drainage services, and therefore he felt fees were unjustified. The Mayor and staff explained that the city's fees are relatively low compared to other municipalities. Ultimately, it was agreed to explore creating an MOU or adjusting the fee schedule.*

## **8. DISCUSSION**

### **a. Discussion on the necessary steps for annexation, *Presentation by the City Attorney.***

*The City Attorney outlined the annexation process, emphasizing that it should be led by the Mayor and staff. Trustee Garcia expressed interest in participating in the petition process, but the City Attorney reiterated his recommendation. Trustee Barreras raised concerns about annexing additional land without adequate staffing. The Board reached consensus to focus annexation efforts on commercial areas to increase revenue. Mayor Murillo agreed to work together and move as quickly as allowed on the annexation.*

## **9. CONSIDERATION AND ACTION**

### **a. Consideration and Action to approve a resolution authorizing the submission of an CDBG application, *Presented by the Projects Coordinator. (Resolution 2025-017)***

*The Projects Coordinator presented a resolution to approve and authorize submission of the City's CDBG application. She confirmed that all required public hearings and application requirements have*

been completed.

**1<sup>st</sup> Motion:** Trustee Barreras

**2<sup>nd</sup> Motion:** MPT Holguin

**Roll Call Vote**

MPT Holguin **YES** NO

Trustee Garcia **YES** NO

Trustee Barreras **YES** NO

Trustee Herrera **YES** NO

4-0 Vote, Motion Passes.

- b.** Consideration and Action to approve the grant administration agreement for the CDBG project, ***Presented by the Projects Coordinator.***

*The Projects Coordinator presented the agreement between the City and the South Central Council of Governments (SCCOG) for administration of the CDBG grant. Tiffany Goolsby with SCCOG explained that, for the first time, DFA requires execution of a grant administration agreement before applying for CDBG funding. The agreement is contingent on award of funds and totals 3% of the CDBG award amount. Based on the City's application of \$5,752,082, the fee would be \$172,562.46.*

**1<sup>st</sup> Motion:** Trustee Barreras

**2<sup>nd</sup> Motion:** MPT Holguin

**Roll Call Vote**

MPT Holguin **YES** NO

Trustee Garcia **YES** NO

Trustee Barreras **YES** NO

Trustee Herrera **YES** NO

4-0 Vote, Motion Passes.

- c.** Consideration and Action to approve the Final Adjustments for Fiscal Year 2025 and submit to LGMS, ***Presented by the Finance Director. (Resolution 2025-018)***

**1<sup>st</sup> Motion:** Trustee Garcia

**2<sup>nd</sup> Motion:** Trustee Barreras

**Roll Call Vote**

MPT Holguin **YES** NO

Trustee Garcia **YES** NO

Trustee Barreras **YES** NO

Trustee Herrera **YES** NO

4-0 Vote, Motion Passes.

- d.** Consideration and Action to approve the Fiscal Year 2025 4<sup>th</sup> Quarter, ***Presented by the Finance Director. (Resolution 2025-019)***

**1<sup>st</sup> Motion:** Trustee Garcia

**2<sup>nd</sup> Motion:** Trustee Barreras

**Roll Call Vote**

MPT Holguin **YES** NO

Trustee Garcia **YES** NO

Trustee Barreras **YES** NO

Trustee Herrera **YES** NO

4-0 Vote, Motion Passes.

- e.** Consideration and Action to appoint Matthew Grubaugh as a Library Advisory Board Member, ***Presented by the City Clerk.***

*The City Clerk explained that, similar to the last meeting, there is a request to approve the appointment of Mr. Grubaugh to the Library Advisory Board in order to help avoid quorum issues. She noted that the ordinance allows for up to five members, but currently, there are only three, just enough to meet quorum. Appointing a fourth member would provide more flexibility and help prevent potential quorum-related issues.*

**1<sup>st</sup> Motion:** Trustee Garcia

**2<sup>nd</sup> Motion:** Trustee Barreras

**Roll Call Vote**

MPT Holguin **YES** NO

Trustee Garcia **YES** NO

Trustee Barreras **YES** NO

Trustee Herrera **YES** NO

4-0 Vote, Motion Passes.

**10. CLOSED SESSION**

- a.** NOTICE IS HEREBY GIVEN that the City of Anthony Board of Trustees will meet in Executive Session Pursuant to NMSA 1978, Section 10-15-1 (H)(7) regarding threaten litigation concerning

Tort Claim Notices for Eleazar Roman and Alberto Herrera.

**1<sup>st</sup> Motion:** Trustee Garcia

**2<sup>nd</sup> Motion:** MPT Holguin

**Roll Call Vote**

MPT Holguin **YES** NO

Trustee Garcia **YES** NO

Trustee Barreras **YES** NO

Trustee Herrera **YES** NO

4-0 Vote, Motion Passes at 8:35pm

**b.** Return to Open Meeting. *\*No decisions were made during the executive session.*

**1<sup>st</sup> Motion:** Trustee Barreras

**2<sup>nd</sup> Motion:** Trustee Herrera

**Roll Call Vote**

MPT Holguin **YES** NO

Trustee Garcia **YES** NO

Trustee Barreras **YES** NO

Trustee Herrera **YES** NO

4-0 Vote, Motion Passes at 9:14pm

**11. ITEMS FROM THE MAYOR AND TRUSTEES**

***Trustee Herrera: NONE***

***Trustee Barreras: NONE***

***Trustee Garcia:*** *Thanked the resident for pumping the water from the soccer field. Also commented on the condition of the municipal soccer field and request from Mayor to direct Public Works to not only focus on certain areas.*

***MPT Holguin: NONE***

***Mayor Murillo:*** *Address some comments regarding the municipal soccer field.*

**12. ADJOURNMENT**

**1<sup>st</sup> Motion:** Trustee Barreras

**2<sup>nd</sup> Motion:** Trustee Herrera

**Roll Call Vote**

MPT Holguin **YES** NO

Trustee Garcia **YES** NO

Trustee Barreras **YES** NO

Trustee Herrera **YES** NO

4-0 Vote, Motion Pass at 9:20pm.

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Diana Murillo, Mayor

{SEAL}

Attest:

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Karla Oropeza, City Clerk



# Mescalero Apache Telecom, Inc. NETWORKS



July 22, 2025

Diana Murillo, Mayor  
Karla Oropeza, Clerk  
City of Anthony, NM  
820 Highway 478  
Anthony, NM 88021

*Via E-Mail Transmission*  
*mayormurillo@cityofanthonymn.org*  
*koropeza@cityofanthony.org*

***RE: Mescalero Apache Telecom, Inc.'s [MATI] Request for Placement on the August 20, 2025 Board of Trustees' Meeting Agenda for (1) Grant of Utility Easement, and (2) Franchise Fee Waiver***

Dear Mayor Murillo and Clerk Oropeza:

Please be advised that my name is Godfrey Enjady and, I am the General Manager for Mescalero Apache Telecom, Inc. [MATI] located in Mescalero, New Mexico. I am writing to you to respectfully request that the City of Anthony grant to MATI a Utility Easement for the construction and installation of a fiber optic cable line within the right-of-way of O'Hara Road, City of Anthony, County of Dona Ana, New Mexico. If approved, MATI would additionally request a Franchise Fee Waiver as MATI will not be providing any services within the City of Anthony. Attached is a copy of the proposed Utility Easement with the legal description and map attached as Exhibit A.

## BACKGROUND

MATI is the only Tribally-owned telephone company in the State of New Mexico. MATI serves approximately 1200 residents and currently provides fiber to the home for all individuals and businesses located on the Mescalero Apache Reservation. MATI has received financial assistance from the National Telecommunications and Information Administration [NTIA], under its Tribal Broadband Connectivity Program to construct a transport fiber cable route from the Mescalero Apache Reservation to El Paso, Texas. This transport route will allow MATI to provide high speed broadband internet redundancy from diverse fiber paths to the Reservation. The total route is approximately 163 miles with fiber optic cable installed inside one of the two 1.5" conduits which will be plowed in a 3" wide x 36" deep trench (minimum). I will be bringing large plats with me to the meeting which show the entire route from Mescalero to El Paso, as well as a large map showing the route through the City of Anthony.

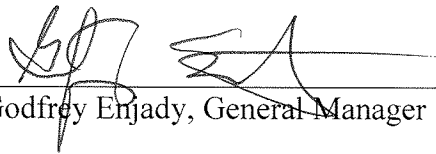
MATI has absolutely no objection to payment for the easement and any recording fees if the Utility Easement is approved; however, I respectfully request that any Franchise Fee be waived once again due to the fact that MATI will not be providing services as a part of this construction project.

*Page 2 of 2*  
*July 22, 2025*  
*Correspondence to the Mayor and Clerk*  
*for the City of Anthony*

I would like to thank you for your consideration and, should you have any questions, please do not hesitate to contact me at the number listed at the bottom of this letterhead. I do look forward to your earliest response.

Sincerely,

MESCALERO APACHE TELECOM, INC.



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Godfrey Enjady, General Manager

Attachment: proposed Utility Easement

c: Enrique "Henry" Palomares, City Attorney / City of Anthony, NM  
***hpalomares@cityofanthonym.org***  
Douglas Schmidt, ISP Engineer, Palmetto Engineering & Consulting  
***Doug.schmidt@palmettoeng.com***

## UTILITY EASEMENT

**THIS AGREEMENT** is made this 20<sup>th</sup> day of August, 2025, by and between the **CITY OF ANTHONY, NEW MEXICO**, a municipal corporation, as “Grantor”, and **MESCALERO APACHE TELECOM, INC.**, a New Mexico corporation, as “Grantee”.

**WHEREAS**, Grantor has agreed to grant to Grantee an easement in perpetuity on, over, under, across, and through the Burdened Property described on Exhibit A to enable Grantee to construct, install, and lay, and thereafter use, operate, inspect, repair, maintain, replace, and remove a fiber optic cable line (the “Cable Line”) and all appurtenances on the Burdened Property; and

**NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE SUM OF ONE AND NO/100TH DOLLARS (\$1.00) TO THEM IN HAND PAID BY THE GRANTEE TO THE GRANTOR, AND THE MUTUAL COVENANTS AND STIPULATIONS CONTAINED HEREIN, AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, AND INTENDING TO BE LEGALLY BOUND HEREBY, THE PARTIES HERETO AGREE AS FOLLOWS:**

**1. *Grant of Utility Easement.*** Grantor hereby grants and conveys to Grantee and Grantee's successors and assigns an easement in perpetuity, outlined in Exhibit A attached hereto (hereinafter sometimes referred to as “Utility Easement Area”), to construct, install, extend, lay, and thereafter operate, maintain, inspect, repair, remove and replace the Cable Line on the Burdened Property, subject to the further terms and conditions hereof.

**2. *Damage to Roadway.*** To the extent that Mescalero Apache Telecom, Inc., Grantee herein, is required to damage the roadway to construct, install, extend, lay, and thereafter operate, maintain, inspect, repair, improve, remove and replace the Cable Line located within the Burdened Property, Mescalero Apache Telecom, Inc., Grantee herein, would be solely responsible for the repair of the road to reestablish to existing conditions.

**3. *Construction of the Cable Line.*** Grantee shall construct the Cable Line at its sole cost and expense, using competent, responsible and qualified independent contractors and in accordance with sound engineering practices and all applicable governmental requirements. The Cable Line shall be installed and designed as shown on detailed plans, as hereinafter provided. Before commencing construction of the Cable Line, Grantee shall present detailed plans to Grantor showing the design and location of the Cable Line prepared by a reputable engineer. Before commencing construction of the Cable Line, Grantee shall also present proof of standard and customary insurance coverage for the construction project and shall also present any and all other documentation required and requested by Dona Ana County for such construction projects. Upon completion of the

Cable Line, Grantee shall provide to Grantor, at Grantee's expense, final as-built plans showing the location of the Cable Line.

**4. Maintenance, Repair and Operation.** Grantee shall perform such maintenance and make such repairs and replacements as shall be required to keep the Cable Line in good and safe operating condition at all times, all at Grantee's expense.

Grantee shall comply in all respects, at Grantee's expense, with all governmental requirements applicable to the ongoing use and operation of the Cable Line and shall not use or operate the Cable Line in a manner that will cause or threaten damage to Grantor's property or injury to Grantor or its guests, invitees, livestock, or wildlife.

**5. Restoration of Burdened Property.** Grantee shall use all reasonable means to avoid inconvenience to Grantor, or its guests or invitees, or damage or injury to the Burdened Property, or any property of Grantor located thereon, during the course of construction, repair, maintenance, or replacement of the Cable Line. Upon completion of such construction, repair, maintenance, or replacement, Grantee shall restore the Burdened Property to its prior condition, repair any damage caused by the work, reseed exposed earth to reestablish vegetation to existing conditions, clean the site and generally leave the easement area in good and presentable condition.

**6. Easement Area.** Grantee shall have a reasonable right of entry on the easement area together with the right of ingress and egress over adjacent lands of the Grantor.

**7. Indemnity.** Grantee hereby agrees to indemnify and hold Grantor harmless from any liability, cost or expense incurred by Grantor by reason of injury to persons or damage to property arising out of or in connection with the construction, maintenance, repair, replacement or use of the Cable Line, except for such liability, cost or expense caused by the negligence, gross negligence, or intentional conduct of Grantor, its employees, agents, representatives or independent contractors.

**8. Assignment.** This Agreement shall be freely assignable by either party and shall benefit and bind the heirs, successors and assigns of the parties hereto.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be duly executed the day and year first above written.

Grantor: **CITY OF ANTHONY, NEW MEXICO**

Grantee: **MESCALERO APACHE TELECOM, INC.**

By: \_\_\_\_\_  
**DIANA MURILLO, MAYOR**

By: \_\_\_\_\_  
**GODFREY ENJADY  
GENERAL MANAGER**



## ACKNOWLEDGMENTS

STATE OF NEW MEXICO           )  
COUNTY OF DOÑA ANA         )

Acknowledged before me, the undersigned Notary Public, on this the \_\_\_\_\_ day of \_\_\_\_\_, 2025, by Diana Murillo, Mayor of the CITY OF ANTHONY, NEW MEXICO, a municipal corporation, on behalf of said municipal corporation and in the capacity herein expressed.

Notary Public in and for the State of New Mexico

My commission expires: \_\_\_\_\_

## ACKNOWLEDGMENTS

STATE OF NEW MEXICO )  
 )  
COUNTY OF \_\_\_\_\_)

Acknowledged before me, the undersigned Notary Public, on this the \_\_\_\_\_ day of \_\_\_\_\_, 2025, by Godfrey Enjady, General Manager of MESCALERO APACHE TELECOM, INC., a New Mexico corporation, for and on behalf of said corporation and in the capacity herein expressed.

Notary Public in and for the State of \_\_\_\_\_  
My commission expires: \_\_\_\_\_

(Exhibit A -- Burdened Property: Legal Description of Grantor's Land and Reserved Easement Area Demarcation)

## EXHIBIT A

*A tract of land entirely within the right of way of O'Hara Road, City of Anthony, Dona Ana County, New Mexico, in Sections 22 and 23, Township 26 South, Range 3 East, N.M.P.M., the centerline of the 0.5 foot wide utility easement, described as follows:*

**Beginning** at a NM State Highway Right of Way Brass Cap located at the south intersection of O'Hara Road and NM State Highway 460;

**Thence** North  $00^{\circ}09'26''$  East a distance of 5.00 feet;

**Thence** South  $89^{\circ}50'34''$  West a distance of 1084.14 feet;

**Thence** North  $87^{\circ}16'40''$  West a distance of 339.15 feet;

**Thence** North  $00^{\circ}10'23''$  East a distance of 30.76 feet;

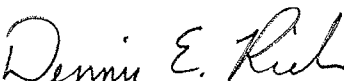
**Thence** North  $89^{\circ}49'31''$  West a distance of 2858.32 feet to a point on the West boundary line of the City of Anthony municipal limits.

### SURVEYOR'S CERTIFICATE

I, DENNIS E. RICH, NEW MEXICO PROFESSIONAL SURVEYOR NUMBER 20544, DO HEREBY CERTIFY THAT THIS BOUNDARY SURVEY PLAT AND THE ACTUAL SURVEY ON THE GROUND UPON WHICH IT IS BASED WERE PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION; THAT I AM RESPONSIBLE FOR THIS SURVEY; THAT THIS SURVEY MEETS THE MINIMUM STANDARDS FOR SURVEYING IN NEW MEXICO; AND THAT THIS IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

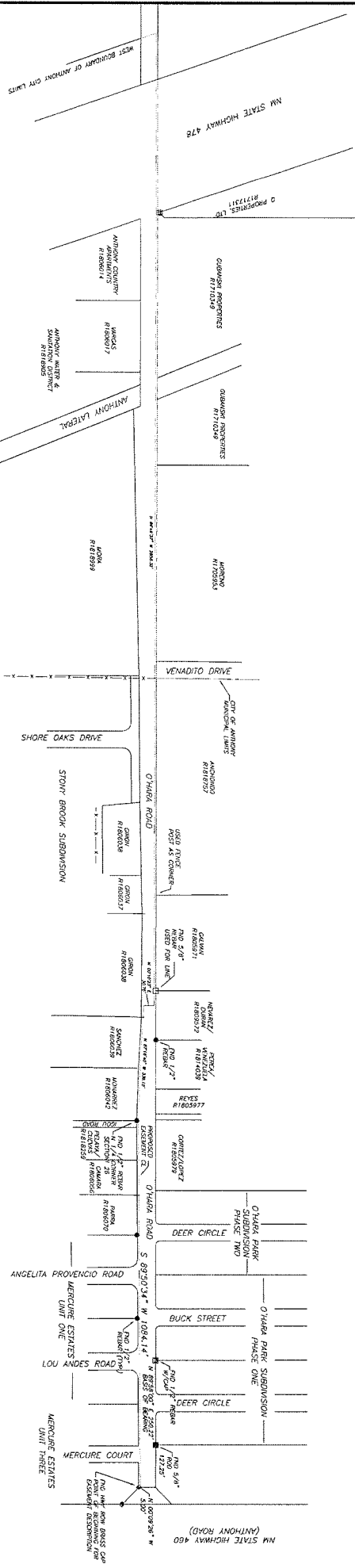
I FURTHER CERTIFY THAT THIS SURVEY IS NOT A LAND DIVISION OR SUBDIVISION AS DEFINED IN THE NEW MEXICO SUBDIVISION ACT AND THAT THIS INSTRUMENT IS A BOUNDARY SURVEY PLAT OF AN EXISTING TRACT OR TRACTS.

June 18, 2025  
DATE OF SURVEY

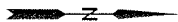
  
DENNIS E. RICH, NMPS NO. 20544



DRAWN BY DER	DATE 06/24/25	<b>SIERRA BLANCA LAND SURVEYS</b> P.O. BOX 575 229 HAILSTORM ROAD CAPITAN, NM 88316 (575) 937-5996 NMPLS # 20544
SCALE 1"=200'	SHEET 1 of 2	
JOB NUMBER 25-121		



- NOTES:
1. ALL DISTANCES ARE GROUND DISTANCES
  2. UNITS ARE U.S. SURVEY FEET
  3. BEARINGS ARE NEW MEXICO STATE PLANE GRID BEARINGS (CENTRAL ZONE) RAD 83 (BASED UPON GPS OBSERVATIONS)



LEGEND

..... PROPOSED CL. EASEMENT

—— ADJACENT PROPERTY BOUNDARY

• • • FOUND MONUMENT AS NOTED

SURVEYORS CERTIFICATE

I, JENNIS E. RICH, NEW MEXICO PROFESSIONAL SURVEYOR NUMBER 20544, DO HEREBY CERTIFY THAT THIS BOUNDARY SURVEY PLAT AND THE ACTUAL SURVEY ON THE GROUND UPON WHICH IT IS BASED WERE PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION, THAT I AM RESPONSIBLE FOR THIS SURVEY THAT I HAVE CONDUCTED IN ACCORDANCE WITH THE SURVEYING ACT AND THE RULES AND REGULATIONS THEREOF, AND THAT THIS IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

I FURTHER CERTIFY THAT THIS SURVEY IS NOT A LAND DIVISION OR SUBDIVISION AS DEFINED IN THE NEW MEXICO LAND DIVISION ACT AND THAT THIS INSTRUMENT IS A BOUNDARY SURVEY PLAT OF AN EXISTING TRACT OR TRACTS.

June 18, 2025

JENNIS E. RICH, MMS # 20544



DRAWN BY DER	DATE 06/24/25	SIERRA BLANCA LAND SURVEYS P.O. BOX 575 229 HALSTORM ROAD CAPITAN, NM 88316 (575) 937-5996 NMPLS # 20544
SCALE 1"=200'	SHEET 2 of 2	
JOB NUMBER 25-121		

August 13, 2025

Diana Trujillo, Mayor  
City of Anthony, NM  
820 HWY 478  
Anthony, NM 88021

Cc: Gloria Ramirez, Projects Coordinator  
Bonnie Hidalgo, Purchasing Agent

Re: Construction Contract Award Recommendation  
Project: Grant Street Roadway Reconstruction

Dear Mayor Trujillo,

Bohannon Huston, Inc. (BHI) has completed the design phase and prepared the final construction documents for the Grant Street Roadway Reconstruction project. Please find the information below to support our construction contract award recommendation.

**Construction Services Procurement:** BHI has coordinated and secured a construction services proposal from Morrow Enterprises Inc. (Morrow) in accordance with the City's On-call Roadway, Drainage and Utility Construction Contract. The Construction On-call Contract was produced through the City's Invitation To Bid (ITB) No. 2023-10, publicly advertised in January of 2023 and in accordance with NMSA Section 13-1-154.1 "Multiple Source Contracts". The City awarded the On-call contract to Morrow on February 3, 2023, and may utilize this contract to procure multiple projects over a three-year period, provided that the total amount of all contracts and all renewals does not exceed \$12,500,000.00 and that any one single project does not exceed \$4,000,000.00.

**Project Funding:** BHI made our best effort to design the proposed improvements to align with the City's project funding budget, while considering Morrow's established unit pricing in the On-Call contract. It is important to note that Morrow reduced their contract unit pricing to closely meet the construction budget; however, considering the complete project costs including professional services and construction, the project is over budget by \$41,290.48 Please find the attached Funding and Cost Analysis for more information. BHI is sensitive to the project funding shortfall and understands that the City may not have additional funding, and if that is the case, we may explore other options.

**Recommendation & Schedule:** It is BHI's recommendation that the City consider awarding Morrow the Construction Individual Task Order Agreement under the On-call contract for the Grant Street Roadway reconstruction project in the amount of \$544,410.74 including NMGR. Morrow has a proven history of completing successful construction projects for City and is a qualified and licensed contractor. Morrow may begin construction in early September of this year. The construction contract time for this project is set at fifty-five (55) working days/ 11 weeks.

Thank you for allowing our team the opportunity to serve the City of Anthony. If you have any questions or comments or wish to discuss this recommendation, please don't hesitate to contact me at 575-520-2684 or by email at [ehamilton@bhinc.com](mailto:ehamilton@bhinc.com).

Sincerely,



Eric Hamilton, PE, CFM  
Senior Project Manager

Attachments:

1. Morrow's Bid Proposal- one page
2. Funding & Cost Analysis- one page
3. Draft Construction Contract- four pages

ATTACHMENT NO. 1

**BID SCHEDULE**

**PROJECT:** GRANT STREET RECONSTRUCTION PROJECT

**OWNER:** CITY OF ANTHONY, NM

					MORROW BID (REVISED 8/11/25)	
NMDOT ITEM NO.	ON-CALL CONTRACT ITEM NO.	DESCRIPTION	BID UNIT	REVISED ESTIMATED QTY	UNIT COST	AMOUNT
621000	R1	MOBILIZATION	LS	1	\$ 60,114.59	\$ 60,114.59
700000	R2	TRAFFIC CONTROL PLAN MANAGEMENT, & DEVICES	LS	1	\$ 31,275.77	\$ 31,275.77
801000	R3	CONSTRUCTION STAKING BY THE CONTRACTOR	LS	1	\$ 39,066.45	\$ 39,066.45
603281	R4	SWPPP PLAN PREPARATION & MANAGEMENT	LS	1	\$ 2,763.51	\$ 2,763.51
203000	R8	UNCLASSIFIED EXCAVATION	C.Y.	800	\$ 31.34	\$ 25,072.00
207000	R11	SUBGRADE PREPARATION	S.Y.	6,220	\$ 4.13	\$ 25,688.60
303140	R12	BASE COURSE 4"	S.Y.	6,220	\$ 12.95	\$ 80,549.00
601110	R19	COLD MILLING (APHALT)	SY INCH	8,850	\$ 3.03	\$ 26,815.50
416107	R22	MINOR PAVING TYPE I, HMA SP-IV	S.Y.	6,060	\$ 25.49	\$ 154,469.40
701000	R64	PANEL SIGNS	S.Y.	9	\$ 163.19	\$ 1,468.71
701100	R66	STEEL POST AND BASE POST FOR ALUMINUM PANEL SIGNS	L.F.	110	\$ 23.75	\$ 2,612.50
662400	SS7	MANHOLE ADJUSTMENT	EACH	3	\$ 1,952.27	\$ 5,856.81
663855	W11	ADJUST VALVE BOX TO GRADE	EACH	15	\$ 1,569.27	\$ 23,539.05
802000	STS-001	MATERIAL TESTING ALLOWANCE	ALLOW	1	\$ 6,000.00	\$ 6,000.00
601000	NA	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	LS	1	\$ 17,036.31	\$ 17,036.31
SUB-TOTAL						\$ 502,328.20
NMGRT (8.3775)						\$ 42,082.54
TOTAL						\$ 544,410.74

ATTACHMENT NO. 2

GRANT STREET ROADWAY RECONSTRUCTION	
FUNDING & COST ANALYSIS	
<b>Available Funding</b>	
NMDOT Capital Outlay 24-I3279	\$ 250,000.00
Mill Levy Fund	\$ 357,760.00
<b>Total Funding</b>	<b>\$ 607,760.00</b>
<b>Professional Services Costs</b>	
Design Engineering- BHI Task Order	\$ 61,512.16
BHI Amendment for Construction Administration Services	\$ 35,039.00
NMGRT @ 8.3775%	\$ 8,088.57
<b>Construction Cost</b>	
Morrow Enterprises Bid Proposal -Revised 8/11/2025	\$ 502,328.20
NMGRT @ 8.3775%	\$ 42,082.54
<b>Total Project Costs</b>	<b>\$ 649,050.48</b>
<b>Funding Shortfall</b>	<b>\$ 41,290.48</b>

**DRAFT- TO BE EXECUTED UPON BOT AWARD APPROVAL**

**INDIVIDUAL TASK ORDER AGREEMENT BETWEEN OWNER AND CONTRACTOR  
FOR CONSTRUCTION SERVICES UNDER THE ON-CALL CONSTRUCTION CONTRACT**

This Agreement is by and between City of Anthony, New Mexico ("Owner") and Morrow Enterprises, Inc. ("Contractor").

Owner and Contractor hereby agree as follows:

**ARTICLE 1 - WORK**

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Roadway reconstruction, new hot mix asphalt paving, base course and miscellaneous construction.

**ARTICLE 2 - THE PROJECT**

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Grant Street Roadway Reconstruction Project.

**ARTICLE 3 - ENGINEER**

- 3.01 The Owner has retained Bohannon Huston, Inc. ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.
- 3.02 The part of the Project that pertains to the Work has been designed by the Engineer.

**ARTICLE 4 - PROCUREMENT**

- 4.01 The Contractor has been procured under the Owner's Invitation To Bid (ITB) No. 2023-01, for On-Call Roadway, Drainage and Utility Construction Services, ("Master Contract"). The Master Contract was awarded to the Contractor on February 3, 2023.

**ARTICLE 5 - GENERAL CONDITIONS & PROJECT SPECIFICATIONS**

- 5.01 The Engineer's Joint Contract Document Committee, (EJDCD) Section C-700, Standard General Conditions of the Construction Contract, and EJCDC Section C-800 Supplementary Conditions of the Construction Contract shall govern this project in accordance with the Master Contract.
- 5.02. The 2019 edition of the New Mexico Department of Transportation (NMDOT) Standard Specifications and Special Provisions for Highway and Bridge Construction shall govern the construction of the project.



**ARTICLE 6 - CONTRACT TIMES**

6.02 Contractor shall commence work on or before a date to be specified in a written Notice to Proceed and be substantially complete within fifty (50) working days and shall be fully completed and ready for final payment within fifty-five (55) working days.

**ARTICLE 7 - CONTRACT PRICE**

7.01 Owner shall pay the Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

- A. For all Work, at the prices stated in Contractor's Bid Proposal, attached hereto as an exhibit.

**ARTICLE 8 - CONTRACT DOCUMENTS**

8.01 *Contents*

- A. The Contract Documents consist of all of the following:
  - 1. This Individual Task Order Agreement.
  - 2. Master Construction On-Call Contract (ITB) No. 2023-01, for Roadway, Drainage and Utility Construction Services.
  - 3. Bonds:
    - a. Performance bond (together with power of attorney).
    - b. Payment bond (together with power of attorney).
  - 4. General Conditions (not attached but incorporated by reference).
  - 5. Standard Specifications (not attached but incorporated by reference).
  - 6. Construction Drawings (not attached but incorporated by reference) consisting of 33 sheets with each sheet bearing the following general title: Grant Street Roadway Reconstruction and signed and sealed by the Engineer on 6/27/2025.
  - 7. Exhibits to this Agreement (enumerated as follows):
    - a. Owner Purchase Order issued to the Contractor.

ATTACHMENT NO. 3 CONTINUED

- c. Contractor's Bid Proposal.
  - d. Contractor's Certificate of Liability Insurance.
- 8. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
  - a. Notice to Proceed.
  - b. Work Change Directives.
  - c. Change Orders.
  - d. Field Orders.
- B. The Contract Documents listed in Paragraph 8.01.A, are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 8.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ATTACHMENT NO. 3 CONTINUED

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on \_\_\_\_\_ (which is the Effective Date of the Contract).

Owner:

City of Anthony

Contractor:

Morrow Enterprises Inc.

By:

\_\_\_\_\_  
(individual's signature)

Date:

\_\_\_\_\_  
(date signed)

Name:

\_\_\_\_\_  
(typed or printed)

Title:

\_\_\_\_\_  
(typed or printed)

Attest:

\_\_\_\_\_  
(individual's signature)

Title:

\_\_\_\_\_  
(typed or printed)

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Designated Representative:

Name:

\_\_\_\_\_  
(typed or printed)

Title:

\_\_\_\_\_  
(typed or printed)

Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone:

Email:

By:

\_\_\_\_\_  
(individual's signature)

Date:

\_\_\_\_\_  
(date signed)

Name:

\_\_\_\_\_  
(typed or printed)

Title:

\_\_\_\_\_  
(typed or printed)

(If [**Type of Entity**] is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

\_\_\_\_\_  
(individual's signature)

Title:

\_\_\_\_\_  
(typed or printed)

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Designated Representative:

Name:

\_\_\_\_\_  
(typed or printed)

Title:

\_\_\_\_\_  
(typed or printed)

Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone:

Email:

License No.:

\_\_\_\_\_  
(where applicable)

State:

\_\_\_\_\_

# Bohannon Huston

## ENGINEERING SERVICES AGREEMENT AMENDMENT

Project: Grant Street Roadway Improvements

BHI Project No.: 20260026

Engineer: Bohannon Huston, Inc.  
425 S. Telshor Blvd., Suite C-103  
Las Cruces, NM 88011-8237

Contract No.:  
Amendment No.: **1**  
Date: August 13, 2025

Reason and Justification for Amendment: (use additional sheets, if necessary)

**This amendment includes a credit for Task No. 2: "NMDOT Environmental Programmatic Categorical Exclusion Clearance. This environmental certification is not required under the project's Capital Outlay State grant funding.**

**BHI has completed the design phase and has assisted the City in developing a construction contract with the City's On-call Construction Contractor for Construction Services.**

**This amendment includes additional services for a new Task No. 6 - "Construction Phase Support". Task No. 6 services are detailed below and based upon a eleven (11) week construction contract schedule.**

**6.1) Task Management and Coordination**

**6.2) Construction Administration**

**6.3) Part Time On-site Observation**

**6.4) Construction Close Out Documentation**

Requested or initiated by: ☐ User Agency ☒ Owner ☒ Engineer ☐ Other

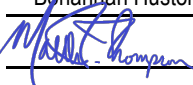
The Engineer is authorized to provide the following described services (scope of services and compensation).

### FEE SCHEDULE

Task No. & Description	All Amounts Exclude NMGR		
	Previous Contract Amount	Amendment	Revised Contract Amount
1 - Project Management & Coordination	\$ 6,920.00		\$ 6,920.00
2 - NMDOT Environmental Programmatic Categorical Exclusion Clearance	\$ 2,850.00	\$ (2,850.00)	\$ -
3 - Geotechnical Investigation & Report	\$ 2,970.00		\$ 2,970.00
4 - Topographic Survey	\$ 12,245.00		\$ 12,245.00
5 - Preliminary and Final Design	\$ 36,527.16		\$ 36,527.16
6 - Construction Phase Support (Amendment No. 1)		\$ 37,889.00	\$ 37,889.00
<b>TOTAL</b>	<b>\$ 61,512.16</b>	<b>\$ 35,039.00</b>	<b>\$ 96,551.16</b>

Attachments: 1) Detailed Labor Hour Breakdown

### AGREED AND RECOMMENDED:

Engineer: Bohannon Huston Inc.  
By:   
Title: Sr. Vice President  
Date: 8/14/2025

### APPROVED:

Owner: City of Anthony  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Name of Project: Grant Street Roadway Improvements						Date: 8/14/2025	
Amendment No.: 1 Construction Phase Support							
Client: City of Anthony						Prepared by: Eric Hamilton	
Principal-in-Charge: Matt Thompson						Reviewed by: Matt Thompson	
Task / Activity	Engineer 5	Engineer 2	Project Administrator 2	Construction Observer 5	Expenses	Task Sub-Totals	
						Per-Hrs.	Cost
Task No. 6.1: Project Management and Coordination							\$ 4,555.00
Prepare task management plan	2.00					2.00	\$ 420.00
Internal kick off meeting	1.00	1.00	1.00	1.00		4.50	\$ 670.00
Project Management 1.5 hr./ week for 11 weeks	16.50					16.50	\$ 3,465.00
					Task Total hrs.	23.00	
Task No. 6.2: Construction Administration							\$ 6,682.00
Set up BHITracker Website for Contractor's use			2.00			2.00	\$ 240.00
Prepare NTP & Preconstruction Documentation Letter			2.00			2.00	\$ 240.00
Review Contractor's Preconstruction documentation		2.00				2.00	\$ 280.00
Review Material Submittals		4.00				4.00	
Host Virtual Pre-construction Conference, Including Agenda and Meeting Minutes	1.00	3.00	1.00	1.00		6.00	\$ 880.00
Office Administration Support, Documentation Review & BHITracker Management 2 hours Per week for 10 Weeks			20.00			20.00	\$ 2,400.00
Respond to Contractor's RFI's	1.00	8.00				9.00	\$ 1,330.00
Process Contractor's Pay Applications 2 hr. per each at 2 total	2.00		2.00			4.00	\$ 660.00
Organize and Conduct Construction Progress Meetings (2 total) including travel time, agenda and meeting minutes		3.00	3.00			6.00	\$ 780.00
Mileage @ 80 Miles Round Trip at \$0.70/mile (2025 IRS Rate) Estimated 2 Trips					112.00		\$ 112.00
					Task Total hrs.	55.00	
Task No. 6.3: Part Time Site Observation							\$ 21,920.00
Part time site observation 16 hours per week for 10 weeks, including travel time				160.00		160.00	\$ 20,800.00
Mileage @ 80 Miles Round Trip at \$0.70/mile (2025 IRS Rate) Estimated 20 Trips					1120.00		\$ 1,120.00
					Task Total hrs.	160.00	
Task No. 6.4: Construction Close Out							\$ 4,732.00
Substantial Completion Inspection Including Travel Time	3.00	3.00		3.00		9.00	\$ 1,440.00
Develop Punchlist Report	1.00	3				4.00	\$ 630.00
Final Inspection Walk Through Including Travel Time		3.00		3.00		6.00	\$ 810.00
Final Adjusting Change Order and Pay Application	1.00	2.00				3.00	\$ 490.00
Solicit and review Contractor's Close out Documentation	1.00	4.00	4.00			9.00	\$ 1,250.00
Mileage @ 80 Miles Round Trip at \$0.67/mile (2024 IRS Rate) Estimated 2 Trips					112.00		\$ 112.00
					Task Total hrs.	31.00	
TOTAL HOURS:	29.50	36.00	35.00	168.00		269	
TOTAL FEES:	\$ 6,195.00	\$ 5,040	\$ 4,200	\$ 21,840	Total Labor & Expense		\$ 37,889.00

## NEW MEXICO CAPITAL OUTLAY GRANT AGREEMENT CAPITAL APPROPRIATION PROJECT

**THIS AGREEMENT** is made and entered into by and between the State of New Mexico, Department of Finance & Administration, 407 Galisteo Street, Santa Fe, NM 87501, ("**Department**") and the City of Anthony, ("**Grantee**") (individually "**Party**" and collectively "**Parties**"). This Agreement shall be effective as of the date the Department executes it ("**Effective Date**").

### WITNESSETH

**WHEREAS**, in the Laws of 2025, Chapter 158, Section 121, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

**WHEREAS**, the Department is granting to Grantee, and the Grantee is accepting the grant of funds from this appropriation, in accordance with the terms and conditions of this Agreement;

**NOW, THEREFORE**, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

### AGREEMENT

#### I. PROJECT DESCRIPTION, GRANT AMOUNT, AND REVERSION

- A. **25-J4119 ("Project")** 6/30/2027 ("**Reversion Date**"). Laws of 2025, Chapter 158, Section 121, One Hundred Seventeen Thousand Three Hundred Ten Dollars And Fourty-Two Cents, \$117,310.42, The time of expenditure for the local government division project in Subsection 168 of Section 29 of Chapter 138 of Laws 2021 to acquire land, easements and rights of way and to plan, design, demolish and construct phase 2 of a multigenerational building in Anthony in Dona Ana county is extended through fiscal year 2027..
- B. Grantee's total reimbursements shall not exceed \$117,310.42 One Hundred Seventeen Thousand Three Hundred Ten Dollars And Fourty-Two Cents, ("**Appropriation Amount**") minus the allocation for Art in Public Places ("**AIPP amount**"), if applicable, \$0.00 Zero Dollars and No Cents, which equals \$117,310.42 One Hundred Seventeen Thousand Three Hundred Ten Dollars And Fourty-Two Cents ("**Adjusted Appropriation Amount**").
- C. In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I, the language of the laws cited herein shall control.

The information contained in Article I is referred to collectively as the "**Project Description.**"

#### II. DISBURSEMENT LIMITATION

- A. Upon the Effective Date, the Grantee shall submit to the Department a comprehensive procurement plan and expenditure plan, detailing a Project timeline with milestones, required

procurements, and identifying expected expenditures per milestone (collectively, "**Project Budget**"). The Department shall review and approve the Project Budget by approving a Notice of Department's Obligation ("**Notice of Obligation**"), in accordance with the Project Description, a sample of which is attached hereto as **Exhibit B** and incorporated herein by reference. After receipt of approved Notice of Obligation, the Grantee may be reimbursed for allowable costs up to the Adjusted Appropriation Amount. This Agreement and any reimbursements up to the Adjusted Appropriation Amount are expressly conditioned upon the following:

- a. Irrespective of any Notice of Obligation, Grantee's expenditures shall be made in accordance with the Project Budget, on or before the Reversion Date and/or, if applicable, any Early Termination Date; and
  - b. The total amount received by Grantee shall not exceed the lesser of:
    - i. the Adjusted Appropriation Amount identified in Article I (B) herein; or
    - ii. the total of all amounts stated in the Notice(s) of Obligation evidencing the Department has received and accepted Grantee's Third Party Obligation(s); and
  - c. Grantee's expenditures are made and accounted for pursuant to the State Procurement Code, State's Model Accounting Practices, and execution of binding written obligations or purchase orders with third-party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project ("**Third Party Obligations**"); and
  - d. Grantee's submittal of timely Requests for Payment and supporting documentation in accordance with the procedures set forth in this Agreement; and
  - e. In the event capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
    - i. must be approved by the applicable oversight entity (if any) in accordance with §§ 13-6-2, 13-6-2.1, and 13-6-3; or
    - ii. If no oversight entity is required to approve the transaction, the Department of Finance and Administration's Infrastructure Planning Development Division (IPDD) must approve it as complying with the law.
- B. Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A) (e) (i) or (ii) herein, the Department may, in its sole and absolute discretion, unless inconsistent with State Board of Finance imposed conditions, reimburse Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, limited to planning and design expenditures; and
- C. Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:
- a. Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation, and request the Third Party to begin work after issuance of a Notice of Obligation by the Department.
  - b. Grantee acknowledges and agrees that any Third Party Obligations agreed to prior to receiving a Notice of Obligation are its sole responsibility.
  - c. Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the

Third Party but prior to execution by the Grantee.

- d. Department may, in its sole and absolute discretion, issue a Notice of Obligation for the particular amount of a Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is incorporated herein and attached hereto as **Exhibit B**.
- D. Grantee shall provide all necessary qualified personnel, materials, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.
- E. Prior to entering into this Agreement, the Department conducted a risk assessment on the Grantee and a project readiness review for the Project. In accordance with State Model Accounting Practices, FIN 9.2, if the Department determines that the expenditure of Project funds by the Grantee requires special conditions, those conditions are identified and listed in **Exhibit C**, which is attached and incorporated by reference. The Parties agree that, to the extent the Department, in its sole and absolute discretion, determines additional special conditions are necessary or that existing special conditions are no longer required, it may update **Exhibit C** from time to time without the need for a formal amendment of this Agreement.
- F. Project funds shall not be used for purposes other than those authorized by the Department in accordance with the Project Description.
- G. Project funds cannot be used to reimburse the Grantee for indirect Project costs unless specifically allowed by law.

### III. NOTICES

The following provisions shall apply whenever written notices, including written decisions, are to be given or received related to this Agreement.

- A. The Grantee designates the person(s) listed below, or their successor, as their official representative(s) concerning all matters related to this Agreement:

Grantee: City of Anthony  
Name: Diana Murillo  
Title: Mayor  
Address: 820 Highway 478, Anthony NM 88021  
Email: mayormurillo@cityofanthonymn.org  
Telephone: 575-882-2983

- B. The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement:

Grantee: City of Anthony  
Name: Hiram Gonzalez  
Title: Chief Financial Officer  
Address: 820 Highway 478, Anthony NM 88021



Email: Hgonzalez@cityofanthonymn.org  
Telephone: 575-822-2983 x242

- C. The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

Department: DFA/Local Government Division  
Name: Dawn Webster  
Title: Senior Legislative Grant Manager  
Address: Bataan Memorial Bldg. Rm 202, Santa Fe NM 87501  
Email: dawn.webster@dfa.nm.gov  
Telephone: 505-487-6420

The Parties agree that all notices, including written decisions, related to this Agreement shall be sent to the persons named above by email or regular mail. For mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five (5) calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of the email.

#### **IV. TERM & DEADLINE TO EXPEND FUNDS**

- A. The term of this Agreement shall begin on the Effective Date and terminate on the 30<sup>th</sup> day of June during the calendar year of the Reversion Date unless Terminated Before Reversion Date ("**Early Termination**") pursuant to Article V herein (collectively "**Term**").
- B. The Project's funds must be expended on or before the Reversion Date and, if applicable, the Early Termination Date of this Agreement.
- a. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Reversion Date or Early Termination Date.
  - b. For purposes of this Agreement, an expenditure of funds has occurred on the date the particular quantity of goods is delivered to and received by the Grantee, title to the goods is transferred to the Grantee, and/or as of the date particular services are rendered to and accepted by the Grantee.
  - c. For purposes of this Agreement, an encumbrance of funds pursuant to a contract or purchase order with a third party does not qualify as an expenditure.

#### **V. EARLY TERMINATION**

- A. General Provision. The Department may terminate this Agreement before the Reversion Date based on the Completion of the Project, Complete Expenditure of the Adjusted Appropriation, and/or Violation of this Agreement. Early Termination hereunder includes:
- a. Termination due to completion of the Project before the Reversion Date;
  - b. Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date;
  - c. Termination for violation of the terms of this Agreement; or
  - d. Termination for suspected mishandling of public funds, including but not limited to fraud, waste, abuse, and conflicts of interest.

- B. Non-appropriation. This Agreement is expressly contingent upon the New Mexico State Legislature making sufficient appropriations and authorizations for the Project Description.
- a. If the Legislature does not appropriate the Appropriation Amount, this Agreement shall terminate upon the Department giving the Grantee written notice of such termination. Such termination shall be effective as of the effective date of the law making the non-appropriation.
    - i. The Department's decision as to whether sufficient appropriations or authorizations are available shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement.
  - b. As used herein, "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature:
    - i. Deauthorization, reauthorization, or revocation of a prior authorization.
- C. Grant Disbursements in the Event of Early Termination. In the event of Early Termination, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II above.
- D. Notice. Either Party may terminate this Agreement prior to the Reversion Date by providing the other Party with a minimum of fifteen (15) days advance written notice of the Early Termination. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement by the Department.

## **VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS**

- A. Department, in its sole and absolute discretion, may provide written notice to Grantee to suspend entering into further obligations. Upon the receipt of such written notice by the Grantee:
- a. Grantee shall immediately suspend entering into new or further written obligations with third parties;
  - b. Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
  - c. Department may direct the Grantee to implement a corrective action plan in accordance with Article VI (D) herein.
- B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.
- C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for a Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension. Where the Department, in its sole and absolute discretion, directs Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension.

- a. Such a corrective action plan must be approved by the Department and be signed by the Grantee.
- b. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(c).
- c. A corrective action plan shall be in addition to, and not in lieu of, any other equitable or legal remedy authorized hereunder or at law, including but not limited to Early Termination.

## **VII. AMENDMENTS**

Unless expressly stated otherwise herein, this Agreement shall not be altered, changed, or amended except by an instrument in writing duly executed by both parties hereto with the same formalities as this agreement.

## **VIII. REPORTING**

### **A. Database Reporting**

- a. Grantee shall provide the Department with quarterly reports of Project activity, entering the required Project information directly into a database required by the Department.
- b. Additionally, Grantee shall certify on each Request for Payment form, attached hereto as **Exhibit A** and incorporated herein, that all information provided in the database is true and accurate, updates to the database have been maintained, and all Project activity complies with applicable law and the terms of this Agreement.
- c. Grantee hereby acknowledges that failure to perform and/or certify updates to the database will jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of fourteen (14) days' advance written notice of any changes to the information the Grantee is required to report.
- d. At the Department's discretion, all reports required hereunder may be directed to and facilitated through an electronic database.
- e. Quarterly reports shall be due on the last day of the month, that is, 30 days prior to the end of the quarter following the execution of this Agreement by the Department and ending during the quarter of the submission of the final request for reimbursement for the Project, or the following quarter.

### **B. Requests for Additional Information/Project Inspection**

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

- i. request such additional information regarding the Project as it deems necessary; and

- ii. conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.

Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

**B. Requests for Additional Information/Project Inspection**

- a. During the term of this Agreement and the Record Retention Period, the Department may:
  - i. Request additional information regarding the Project as it deems necessary and
  - ii. Conduct on-site inspections of the Project at reasonable times and upon reasonable notice.
- b. Grantee shall respond to such requests for additional information within the time established by the Department.

**IX. REQUEST FOR PAYMENT PROCEDURES**

**A. Grantee shall request payment by submitting the form attached hereto as **Exhibit A**. Payment requests are subject to the following procedures:**

- a. Each Request for Payment must be in accordance with the Project Budget and contain proof of payment by the Grantee or liabilities incurred by the Grantee.
  - i. Proof of payment must demonstrate the validity of an expenditure or liabilities incurred by Grantee.
  - ii. However, Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
  - iii. The Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or in a shorter period than the Department may prescribe in writing.
  - iv. The Department reserves the right to make such payments directly to the contractors or vendors as a special condition under this Agreement.
  - v. The Grantee is required to certify to the Department proof of payment to the third-party contractor or vendor within five (5) business days from the date the Department reimburses the Grantee.

**B. Until the Project is fully planned, designed, and all necessary procurements identified in the Project Budget are completed, Grantee's reimbursements will be limited to the planning, design, and procurement costs outlined in the Project Budget. Once the planning, designing, and procuring stages are complete, the Grantee must obligate at least ten percent (10%) of the Adjusted Appropriation Amount within one (1) year and must have utilized at least eighty-five percent (85%) of the Adjusted Appropriation Amount six (6) months before the reversion date.**

**C. Deadlines. Grantee shall submit requests for Payments to the Department on the earlier of:**

- a. Immediately as Grantee receives them, but at a maximum of thirty (30) days from when Grantee incurred the expenditure or liability; or

- b. Twenty (20) days from the date of Early Termination or Reversion Date for expenditures or liabilities incurred before the Early Termination date or Reversion Date.

D. Grantee's failure to abide by the requirements set forth in Article II and Article IX herein may result in the denial of its Request for Payment. Department reserves the right to reject a payment request for the Project unless and until it is satisfied that the expenditures or liabilities are for permissible purposes within the meaning of the Project Description, identified within the Project Budget, and that the Grantee is otherwise in compliance with this Agreement.

- a. Department's authority to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department under this Agreement, at law, or in equity.

## **X. PROJECT CONDITIONS AND RESTRICTIONS**

A. The following general conditions and restrictions shall apply to the Project:

- a. The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code.
- b. The Project's expenditures and liabilities must be accounted for in accordance with the State's Model Accounting Practices, as amended from time to time.
- c. The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable.
- d. The Project must provide a public benefit above and beyond any incidental benefit to private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico.
- e. Without prior written approval from the Department and State Board of Finance, for the useful life of any asset purchased under this Agreement, Grantee shall not convert any property acquired, built, renovated, repaired, designed, or developed with Project funds to uses other than those specified in the Project Description.
  - i. In addition to other remedies available at law or in equity, any disposal or conversion of property acquired, built, renovated, repaired, designed, or developed with Project funds without the Department's and the Board of Finance's express written approval will trigger the Department's right to reimbursement from Grantee of the Appropriated Amount, transfer proceeds from any disposition of property to the State, or otherwise provide consideration to the State for the Appropriated Amounts.
- f. Grantee shall comply with all applicable federal and state laws, rules, and regulations pertaining to civil rights and equal employment opportunity.
  - i. In accordance with all such laws, rules, and regulations, the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age, or handicap, be excluded from participation in the Project, use of the Project, employment with Grantee, or otherwise be denied benefits/subject to discrimination for any activity performed under this Agreement.
- g. Where the Department, in its sole and absolute discretion, determines Grantee has failed to comply with the above conditions and restriction, Grantee agrees to take appropriate

steps to correct any deficiencies immediately. The Grantee's failure to implement such appropriate steps within a reasonable time, but no longer than thirty (30) days after notice from the Department, constitutes a breach of this Agreement and grounds for Early Termination.

## **XI. REPRESENTATIONS AND WARRANTIES**

### **A. Reliance by Department.**

- a. Grantee expressly acknowledges that the Department relies on the representations and warranties made by Grantee in this Agreement. Grantee acknowledges that such representations and warranties are a material inducement for the Department to enter into this Agreement and provide the Appropriated Amount.
- b. Grantee shall ensure all representations and warranties provided herein are true, accurate, and complete as of the date of the Effective Date and shall remain so throughout the Term of this Agreement. Grantee is responsible for promptly notifying the Department in writing of any changes or inaccuracies in the representations and warranties contained herein.

### **B. Grantee hereby represents and warrants the following:**

- a. Grantee has taken all necessary steps to attain the legal authority to receive and expend the Project's funds.
- b. Grantee has duly authorized this Agreement, and the person executing it has authority to do so. Once executed by Grantee, this Agreement shall constitute a binding obligation of Grantee, enforceable according to its terms.
- c. Grantee's obligations hereunder do not conflict with any law, ordinance, or resolution applicable to Grantee, Grantee's charter (if applicable), or any judgment or decree to which Grantee is subject.
- d. Grantee has independently confirmed that the Project Description, including, but not limited to, the Appropriated Amount and Reversion Date, is consistent with the underlying appropriation in law.
- e. Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign and submit Requests for Payment on behalf of Grantee.
- f. Grantee will abide by New Mexico laws regarding conflicts of interest, governmental conduct, and whistleblower protection.
  - i. Grantee agrees explicitly none of its officers or employees or its designees or agents, no member of the governing body, and no other public official of Grantee who exercises any function or responsibility with respect to this Agreement, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for the Project.
  - ii. Further, Grantee will require all of its contractors to incorporate the language set forth in this paragraph prohibiting conflicts of interest in all subcontracts.
- g. No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of the State, any agency, or body in connection with the awarding of any Third Party Obligation.
  - i. Grantee will require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans, and cooperative agreements.

- C. Consequences of False or Misleading Representations. If any representation or warranty made by Grantee is found to be false or misleading, the Department shall have the right to exercise any or all of the following remedies:
- a. **Termination of Agreement:** Department may terminate this Agreement immediately upon written notice to the Grantee.
  - b. **Repayment of Grant Funds:** Grantee shall repay all Appropriated Amounts disbursed under this Agreement, upon demand by the Department.
  - c. **Other Remedies:** Department may pursue any other remedies available at law or in equity.
- D. Survival of Representations and Warranties. The representations and warranties made by the Grantee shall survive the Early Termination or expiration of this Agreement.

## **XII. PROJECT RECORDS**

- A. Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles and the State's Model Accounting Practices and, if feasible, maintain a separate bank account or fund with a separate organizational code to ensure separate budgeting and accounting of the funds.
- B. For six (6) years following the Project's completion ("**Record Retention Period**"), Grantee shall maintain all Project-related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the Appropriated Amount from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department may prescribe.
- C. Grantee shall make all Project records available to the Department, the Department's Independent Public Accountant, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department finds any funds were improperly expended, Grantee shall be required to reimburse the State all amounts found to be improperly expended.

## **XIII. IMPROPERLY REIMBURSED FUNDS**

If the Department determines part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, after ten (10) days' notice to Grantee and the opportunity to return such funds to the Department, the Department may offset any funds due to Grantee from the State, until the Appropriation Amount is fully repaid.

## **XIV. LIABILITY**

Neither Party shall be responsible for liability incurred as a result of the other Party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

## **XV. SCOPE OF AGREEMENT**

This Agreement constitutes the entire and exclusive agreement between the Parties concerning the subject matter hereof. The Agreement supersedes all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

## **XVI. REQUIRED NON-APPROPRIATIONS CLAUSE**

- A. Grantee acknowledges and agrees to include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:
  - a. "The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of the State of New Mexico ("**Legislature**") for the performance of this Agreement.
  - b. If the Legislature does not make sufficient appropriations and authorization, City of Anthony may immediately terminate this Agreement by giving Contractor written notice of such termination.
  - c. The City of Anthony's decision as to whether sufficient appropriations are available shall be final and accepted by the Contractor. Contractor hereby waives any rights to assert an impairment of contract claim against the City of Anthony or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the City of Anthony or the State Department of Finance and Administration."

## **XVII. REQUIRED TERMINATION CLAUSE**

- A. Grantee acknowledges and agrees to include the following termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:
  - a. "This contract is funded in whole or in part by funds made available by the State of New Mexico ("**State**"). Should the State terminate its Agreement with the City of Anthony, the City of Anthony may terminate this contract immediately by providing Contractor written notice of such termination.
  - b. In the event of termination pursuant to this paragraph, the City of Anthony's only liability to Contractor shall be for goods and services delivered and accepted prior to the termination date."

## **XVIII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA**

- A. Throughout the term of this Agreement, Grantee shall:



- a. Submit all reports of annual audits and agreed-upon procedures required by § 12-6-3(A)-(B), NMSA 1978 by the due dates established in § 2.2.2 NMAC, reports of which must be a public record pursuant to § 12-6-5(A), NMSA 1978 within forty-five (45) days of delivery to the State Auditor;
  - b. Have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
  - c. Timely submit all required financial reports to its budgetary oversight agency (if any); and
  - d. Use accounting methods and procedures consistent with Generally Accepted Accounting Principles and the State's Model Accounting Principals to expend the Appropriated Amount in accordance with applicable law and account for and safeguard Project funds and assets acquired with Project funds.
- B. In the event Grantee fails to comply with the requirements of subparagraph A of this Article XVIII, Department may take one or more of the following actions:
- a. Suspend new or further obligations pursuant to Article VI(A) of this Agreement;
  - b. Require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
  - c. Impose special conditions to address the non-compliance by giving Grantee notice of such special conditions in accordance with Article III of this Agreement;
    - i. The Parties agree that any special conditions imposed to address non-compliance shall be incorporated into this Agreement, through **Exhibit C**, upon notice to Grantee, without need for formal amendment of this Agreement;
    - ii. Special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III or
  - d. Terminate this Agreement pursuant to Article V(A) of this Agreement.

## **XIX. SEVERANCE TAX AND GENERAL OBLIGATION BONDS**

- A. Grantee acknowledges and agrees that the underlying appropriation for the Project may originate from the issuance of tax-exempt severance tax bonds or general obligation bonds by the State. Proceeds from such bonds are administered by the New Mexico State Board of Finance ("**SBOF**"), an entity separate and distinct from the Department.
- a. Grantee acknowledges and agrees:
    - i. It is Grantee's responsibility to determine through SBOF what (if any) conditions are currently imposed on the Project;
    - ii. Department's failure to inform Grantee of an SBOF-imposed condition does not affect the validity or enforceability of the condition;
    - iii. The SBOF may in the future impose further or different conditions upon the Project;
    - iv. All SBOF conditions are attached to the Project and Appropriation Amount without the need for formal amendment of this Agreement;
    - v. All applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s) and
    - vi. The Department's obligation to reimburse Grantee from the Project is expressly contingent upon the satisfaction of the then-current SBOF conditions.

- B. Grantee acknowledges and agrees SBOF may, at its sole and absolute discretion, require reimbursement or remove eligibility for bond proceeds for the Project if the Project doesn't proceed sufficiently.
  - a. Grantee must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by Grantee in the Bond Questionnaire and Certification documents submitted to the SBOF.
  - b. Failure to comply may result in the reassignment of the bond proceeds. Upon reassignment of bond proceeds, this Agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.
- C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, § 2.61.6, NMAC, as may be amended from time to time or re-codified.

## **XX. GENERAL PROVISIONS**

- A. Assignment: Grantee's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Agreement.
- B. Subcontractors: Grantee shall not enter any subgrant or subcontract in connection with its obligations under this Agreement without the prior written approval of the State. Upon request, Grantee shall submit to the Department a copy of each such subgrant or subcontract.
- C. Binding Effect: Except as otherwise provided, all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.
- D. Authority: Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.
- E. Captions and References: The captions and headings in this Agreement are for the convenience of reference only and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits, or other attachments are references to sections, subsections, exhibits, or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.
- F. Counterparts: This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute the same agreement.
- G. Digital Signatures: If any signatory signs this agreement using a digital signature in accordance with the State Policies regarding the use of digital signatures, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.
- H. Modification: Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment, properly executed and

approved in accordance with applicable New Mexico law and State fiscal policies and rules. Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the State.

- I. Statutes, Regulations, Fiscal Rules, and Other Authority: Any reference in this Agreement to a statute, regulation, policy, or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended after the Effective Date of this Agreement.
- J. External Terms and Conditions: Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Grantee's or a subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Agreement.
- K. Severability: The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with its intent.
- L. Survival of Certain Agreement Terms: Any provision of this Agreement that imposes an obligation on a Party after the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party.
- M. Third Party Beneficiaries: Except for the Parties' respective successors and assigns described in this Agreement, it does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits that third parties receive as a result of this Agreement are incidental to this Agreement and do not create any rights for such third parties.
- N. Waiver: A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.
- O. Standard and Manner of Performance: Grantee shall perform its obligations under this Agreement in accordance with the highest standards of care, skill, and diligence in Grantee's industry, trade, or profession.
- P. Licenses, Permits, and Other Authorizations: Grantee shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement and shall ensure that all employees, agents, and subcontractors secure and maintain at all times during the term of their employment, agency or subcontractor, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.

- Q. **Publicity:** Any Publicity regarding the subject matter of this Agreement may not be released without prior written approval from the Department. For purposes of this agreement, “**Publicity**” means notices, informational pamphlets, press releases, email responses, research, reports, signs, and similar public notices prepared by or for the Grantee or jointly with others.
- a. Grantee shall obtain written approval prior to issuing any press release or making any public announcement regarding this agreement. Grantee agrees to obtain approval of the Department in advance with respect to all Public Relations, all communications with media, or all communications with any other member of the public with respect to this agreement, except to acknowledge that an agreement does exist.
  - b. For purposes of this agreement, “Public Relations” includes community relations and means those activities dedicated to maintaining the Department's image or maintaining or promoting understanding and favorable relations with the community or public at large or any segment of the public.
  - c. Violations of either Article XX (Q)(a) or (b) shall constitute a material Breach of Agreement.
- R. **Data Sharing:** The State intends to secure and collate specific data generated by Grantee under this Agreement to use in support of the State’s organizational, policy-making, and management of public resource functions. State, in accordance with **Exhibit E**, attached hereto and incorporated herein by reference, reserves the right to require Grantee and/or its subcontractors to provide specific data relevant to the above-listed functions. Data provided by Grantee may be incorporated into existing or future developed State integrated analysis tools or databases, including but not limited to geographic information system (GIS) networks and databases accessible by the public. Dissemination of data collected may include historical data and projections based on such historical data.
- a. To the extent any data transferred as part of this Agreement is legally determined to be the property of Subrecipient or its subcontractors, Subrecipient and/or its subcontractors grants State a nonexclusive, fully paid-up right and license to reproduce, use, distribute, do derivative works based on, and archive data transferred as part of this Agreement.
- S. **Venue and Choice of Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico, without regard to any conflict of law provisions. Any legal suit, action, or proceeding arising out of or related to this Agreement shall be instituted exclusively in the district courts located in Santa Fe, New Mexico. The Parties hereby irrevocably submit to the exclusive jurisdiction and venue of such courts in any such suit, action, or proceeding. The Parties waive any objection to the laying of the venue of any such suit, action, or proceeding in the district courts of Santa Fe, New Mexico, and irrevocably waive and agree not to plead or claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

[SIGNATURE PAGE AND EXHIBITS FOLLOW]  
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**IN WITNESS WHEREOF**, the parties have duly executed this Agreement as of the Department's date of execution.

**APPROVED BY DEPARTMENT:**

**Cabinet Secretary, Wayne Propst:**

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

**Chief Financial Officer, Mackie Romero:**

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

**Local Government Division Director, Cecilia Mavrommatis:**

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

\_\_\_\_\_

**AS TO LEGAL FORM AND SUFFICIENCY**

General Counsel's Office:

\_\_\_\_\_

Signature

\_\_\_\_\_

(Print Name)

\_\_\_\_\_

(Title)

**APPROVED BY GRANTEE:**

\_\_\_\_\_  
Entity Name

**Official with Authority to Bind Grantee:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
Date

**Fiscal Officer or Chief Financial Officer:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
Date

**As To Legal Form And Sufficiency**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
Date

## EXHIBIT A

### Request for Payment Form and Certification

<b>STATE OF NEW MEXICO GRANT APPROPRIATION Request for Payment Form Exhibit A</b>			
<b>I. Grantee Information</b> (Must match your DFA Substitute W-9 Form)		<b>II. Payment Computation</b>	
A.	Grantee:	A.	Payment Request No.
B.	Address:	B.	Grant Amount: \$ 0.00
	(Complete Mailing, including Suite, if applicable)	C.	AIPP Amount (if Applicable): \$ 0.00
	City, State, Zip	D.	Funds Requested to Date: \$ 0.00
C.	Contact Name/Phone #:	E.	Amount Requested this Payment:
D.	Grant No:	F.	Reversion Amount (if applicable): \$ 0.00
E.	Project Title:	G.	Grant Balance: \$ 0.00
F.	Grant Expiration Date:	H.	<input type="checkbox"/> Final Request for Payment (if applicable)
<hr/>			
<b>III. Fiscal Year :</b> 2026 (July 1, 2025-June 30, 2026)			
<small>(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)</small>			
<hr/>			
<b>IV. Certifications</b>			
<input type="checkbox"/> I hereby certify that all conditions and requirements for Payments outlined in the Agreement have been met, including but not limited to: a. Submission and approval of a Project Budget as per Article IV, Section A of the Agreement. b. Compliance with the Project Budget and expenditure of funds in accordance with the State Procurement Code and the State's Model Accounting Practices. c. Submission of supporting documentation as required by the Agreement. d. Maintenance of all necessary records and documentation as stipulated in the Agreement.			
<input type="checkbox"/> I attest that the information provided is correct; expenditures are properly documented and valid or actual receipts, and that the activity fully complies with Article IX, Sec. 14 of the New Mexico Constitution, known as the "anti-donation" clause.			
<input type="checkbox"/> I hereby certify that all representations and warranties made in the Agreement remain true, accurate, and complete as of the date of this request, and will continue to be so throughout the term of the Agreement. I acknowledge that these representations and warranties are a material inducement for the Department to approve this pay request.			
<hr/>			
<b>Grantee Fiscal Officer or Fiscal Agent (if applicable)</b>		<b>Grantee Representative</b>	
Printed Name		Printed Name	
Date:		Date:	
<b>(State Agency Use Only)</b>			
<hr/>			
Vendor Code:	Fund No.:	PO #	Loc No.:
I certify that the State Agency financial and vendor file information agree with the above submitted information.			
ASD Officer		Division Grant Manager	
Date		Date	

Revised 7/2025

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**EXHIBIT B**  
Notice of Department's Obligation Form

**NOTICE OF OBLIGATION TO REIMBURSE GRANTEE  
EXHIBIT B**

Notice of Obligation to Reimburse Grantee # \_\_\_\_\_

DATE: \_\_\_\_\_

TO: Department Representative: \_\_\_\_\_, Grant Manager

FROM: Grantee Entity: \_\_\_\_\_

Grantee Official Representative: \_\_\_\_\_

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: \_\_\_\_\_

Grant Termination Date: \_\_\_\_\_

As the designated representative of the Department for Grant Agreement number \_\_\_\_\_ entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: \_\_\_\_\_

Third Party Obligation Amount: \_\_\_\_\_

Vendor or Contractor: \_\_\_\_\_

Third Party Obligation Amount: \_\_\_\_\_

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): \_\_\_\_\_

The Amount of this Notice of Obligation: \_\_\_\_\_

The Total Amount of all Previously Issued Notices of Obligation: \_\_\_\_\_

The Total Amount of all Notices of Obligation to Date: \$ 0.00

*Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.*

Department Rep. Approver: \_\_\_\_\_

Title: Grant Manager

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

Revised 7/2025

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## EXHIBIT C

### Special Conditions (If Fiscal Agent Required or Anti Donations Issues Exist)

#### OPTIONAL EXHIBIT C SPECIAL CONDITIONS

The capital outlay oversight requires grantees' accounting methods and procedures, including their internal control framework, to be scrutinized, so as to safeguard State capital outlay appropriations and assets acquired with such appropriations.

This Capital Outlay Special Grant Condition(s) **Exhibit C** is necessary pursuant to § 6-3b-1 et seq., NMSA 1978 (Public Finance Accountability Act) and MAPS Fin 9.2, due to the Grantees' material weaknesses, significant deficiencies, or findings that raised concerns as to the ability to expend grant funds in accordance with applicable law in the organization's FY[20XX] audit. The Special Conditions identified below apply to the authorized agent, [insert the Grantee or Fiscal Agent name].

**Procurement** - All purchases or contracts the Grantee enters that shall use funding from the Department capital appropriations grant must be approved by the Department prior to the initiation of implementing purchasing documents. The Grantee shall receive such prior approval via official correspondence from the Department, which may be through letter or email. The Grantee shall submit the following to the Department in pursuit of prior approval: purchasing policies and procedures, CFO certification, documentation of management and program approval, policies and procedures governing purchasing and contracting, a copy of the current procurement and contracting policies, and documentation regarding informing staff responsible for purchasing and contracting on such policies and procedures.

**Budget** - Provide documentation of approval of your current budget from DFA Local Government or other authoritative agency. Provide policies and procedures on who is responsible for and how annual budgets (expenditures and revenue) are established, monitored and adjusted. Provide a corrective action plan on how budget issues identified in your audit will be/have been addressed. Also include documentation on how staff responsible for budgeting is informed on budget policies and procedures.

**Capital Assets** - Provide a complete list of inventory including inventory control numbers and current location. Provide policies and procedures on capital assets and inventory and specify how the proposed purchased items will be included, tagged, and tracked in capital asset inventory. Also include documentation on how staff responsible for capital assets is informed on capital asset policies and procedures.

**Travel and Per Diem** - Provide policies and procedures on travel and per diem. Also include how staff who travel and those responsible for travel reimbursement are informed on travel and per diem policies and procedures.

**Timely Audits** - Provide policies and procedures on annual audits. Provide documentation on how and who is responsible for insuring that annual audits are completed timely. Also include documentation on how staff responsible for the annual audit is informed on audit policies and procedures.

**Cash Management** - policies and procedures on cash management of federal funds. Provide procedures used to draw and disburse federal funds. Provide procedures to reconcile draw amounts, deposits and disbursements; and to prepare federal cash reporting documents to ensure compliance with federal regulations.

The <Grantee> was required to, and has provided sufficient documentation regarding [insert specific names of the Special Condition(s)], as referenced in the <Grantee>'s [20XX] Audit file. Therefore, the criteria to enter into this agreement have been met.

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**EXHIBIT D**

Project Budget Worksheet \*

\*(Provided separately when grant agreement issued to Grantee)

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**EXHIBIT E**  
Data Sharing Provisions

**Exhibit E**

Data Sharing Provisions for New Mexico Capital Outlay Agreements

**I. Introduction:**

This Data Sharing Provisions Exhibit ("Exhibit") is incorporated into the New Mexico Capital Outlay Agreements ("Agreements") between the State of New Mexico ("State") and [Insert Partner Name] ("Partner"). This Exhibit outlines the terms and conditions under which data will be shared between the Parties to ensure compliance with New Mexico state laws and regulations, focusing on data privacy, security, and compliance.

**II. Definitions:**

- a. **Authorized User:** An employee, agent, assign, representative, independent contractor, or other person or entity authorized by Partner or State to access, use, or disclose information through this exhibit.
- b. **Confidential Information:** All data or information shared in confidence, with the expectation that it will not be disclosed in an identifiable form. This includes data that is exempt from public disclosure under the New Mexico Inspection of Public Records Act (§ 14-2-1 et seq. NMSA 1978) or other relevant laws.
- c. **Data Storage:** Electronic media that hold recorded information.
- d. **Data Transmission:** The process of moving information over a network from its source to one or more destinations.
- e. **Direct Identifier:** Records or data containing personal identifiers such as names, addresses, and social security numbers.
- f. **Disclosure:** Permission to access, release, transfer, or otherwise communicate confidential information by any means to any third party, except as authorized by the Party that controls the record.
- g. **Encryption** involves using algorithms to encode data, rendering it unreadable without a specific key. It may be necessary during data transmission and/or storage.
- h. **Information:** Any data, figures, statistics, or other facts provided or learned about someone or something, including Confidential Information, that may be legally transmitted under this Exhibit.
- i. **Limited Dataset:** A data file that omits Direct Identifiers.
- j. **Protected Personally Identifiable Information:** Sensitive personal details such as social security numbers and financial account numbers, with specific exclusions as outlined in the Agreements.

**III. Purpose:**

The purpose of this exhibit is to promote transparency, facilitate information sharing between the parties, support better policy and decision-making, and enhance public services through collaborative

1 of 2

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data analysis from various sources.

**IV. Use of Information:**

- a. Use of Information obtained or created under this exhibit shall be strictly limited to the purposes stated herein and in the agreements. The parties agree not to sell Information to third parties or use it for commercial, solicitation, or political purposes.
- b. Each Party shall serve as the custodian of the Information and comply with all conditions for its use, including security measures to prevent unauthorized access.
- c. The Parties shall follow all relevant federal and state laws and regulations governing the use of such Information.

**V. Safeguarding Information:**

- a. Confidentiality: Access to Confidential Information shall be limited to the minimum necessary to accomplish the purposes of this Exhibit. Authorized Users must adhere to the confidentiality requirements.
- b. Security: Security practices shall comply with the requirements of the New Mexico Department of Information Technology Act and related regulations. The Parties agree to notify each other within three business days of any suspected or actual security breach.
- c. Information Storage and Transmission: Data Storage and Transmission shall take place on an encrypted server with appropriate security controls.

**VI. Re-Disclosure of Information:**

The Parties agree not to disclose Information except as required by law or with prior written approval of the other Party. If there is a public records request, the Party receiving it shall notify the other Party within three business days.

**VII. Ownership of Information:**

Legal title to Information shall remain with the provider. The Partner grants the State a royalty-free, non-exclusive, non-transferable license to use the Information in furtherance of the purposes outlined in this Exhibit.



## Evidence Technician Job Description

**Department:** Police

**Reports to:** Chief of Police or Designated Supervisor

**FLSA Status:** Non-Exempt

### **PRIMARY PURPOSE:**

This position serves as a non-sworn and civil service represented member of the organization. The Evidence Technician has a variety of critical responsibilities and administrative duties within the property and evidence functions of the police department. The responsibilities include maintaining the evidentiary chain of custody and integrity of evidence and property. Under general supervision this position will receive, record, account for, store, safeguard, collect, load, transport, verify, release, and disburse evidence, and found or abandoned property. This position maintains separate property areas and performs work as required. A major responsibility of the position is to safeguard and maintain the integrity of all evidence and the chain of custody in accordance with state laws, City ordinances, and departmental policies and procedures. Accuracy, attention to detail, and accountability are critical skills required and expected of an Evidence Technician. All duties and tasks are expected to be performed in an attentive, effective, efficient, and safe manner.

### **SUPERVISION RECEIVED:**

Works under the general supervision of the Chief of Police or designated supervisor.

### **SUPERVISION EXERCISED:**

None

### **ESSENTIAL FUNCTIONS, DUTIES AND RESPONSIBILITIES:**

*Essential and other important responsibilities and duties may include, but are not limited to, the following:*

- Supports, promotes, and emulates the values of the Anthony Police Department and the law enforcement profession.
- Maintains and inventories all property and evidence under the control of the department.
- Receives, collects, stores, releases, inventories, controls, disposes, and maintains security of a wide variety of property and evidence.
- Must have excellent computer skills and be proficient with the current version of Microsoft Office and other programs.
- Initiates inquiries on property and evidence to obtain information on ownership, release, and disposition.
- Responsible for firearms, narcotics, biohazards, and large sums of money.
- Attend, obtain and maintain training/certifications.
- Communicates information related to property and evidence in person, via telephone, written correspondence, and email.
- Maintains ACCESS certifications as necessary for position. The National Crime Information Center (NCIC).
- Prepares property and evidence for shipment and/or transport to crime laboratories and other destinations as needed.
- Assist investigators and others in collecting, packaging, tracking, and transporting evidence.
- Instructs department personnel in best practices and proper methods of packaging all types of evidence property.
- Works with department personnel to package and log evidence, obtain dispositions, and to obtain evidence destruction orders.
- Prepares items for auction, release, or destruction in accordance with New Mexico laws.
- Processes firearms entering and leaving evidence room with appropriate agencies, including the following, but not limited to: ATF, National Crime Information Center (NCIC), and NMCJIS (New Mexico Crime Justice Information System).
- Follows current policy on proper evidence storage and handling.
- Responsible for the proper disposition of all property in accordance with policy, law, and court orders.
- Conducts mandated inspections and inventories of evidence room to include security systems, operating procedures, equipment readiness, and cleanliness.
- Uses discretion effectively to determine a proper course of action consistent with the department mission and values.
- Participate in accreditation process/assessment pertaining to evidence.

## **KNOWLEDGE, SKILLS, AND ABILITIES:**

- Knowledge of filing and records processing practices.
- Skilled with a high degree of integrity working with confidential materials and information.
- Skilled with crime scene processing and evidence collection.
- Ability to establish and maintain cooperative and effective working relationships with coworkers, elected officials, and the public.
- Ability to be able to work independently and organize work to meet deadlines with a high degree of accuracy.
- Ability to communicate and respond to a diverse community.
- Ability to make decisions independently in accordance with established policies.
- Ability to use initiative and proper judgement when carrying out tasks and responsibilities.
- Ability to learn applicable federal, state, and local criminal and civil laws, codes, and regulations; learn police, court systems, and criminal procedures related to the processing, retention, and disposal of evidence
- Ability to learn safety and security methods and practices involved in the handling and storage of firearms, weapons, narcotics, drugs, money, and dangerous devices.
- Ability to coordinate with other law enforcement agencies in the development of procedures for the disposition of property when cases are adjudicated.
- Ability to use initiative and proper judgement when carrying out tasks and responsibilities.
- Ability to testify in court of law.

## **MINIMUM QUALIFICATIONS:**

### **EDUCATION AND TRAINING**

- High School Diploma or GED required.
- A minimum of one year experience in warehousing, inventory control, or an appropriately related field, preferably in a law enforcement and/or high security environment.
- Must be at least 21 years of age.

### **LICENSE AND CERTIFICATES**

Must have a valid Driver's License with driving record acceptable to the City's insurance carrier.

Must be able to successfully pass the following:

- Oral Board Interview

- Background investigation

**Substance Abuse Testing.** Due to the safety and/or security sensitive nature of this classification, individuals shall be subject to pre-employment/pre-placement and random alcohol, drug and/or controlled substance testing as outlined in City policy and procedures.

**ENVIRONMENT AND PHYSICAL FACTORS:**

**ENVIRONMENT**

This is a Civil Service position. Work is generally completed on a regularly scheduled basis; the normal workweek is based on a schedule of 8:00 AM to 5:00 PM, Monday through Friday, forty (40) hours per week; however, work schedule may require working a flexible schedule to include evening and weekends. This position may require after-hour call back to assist with evidence processing with major crime scenes; occasional travel may be required. The duties of this position may include exposure to human bodily fluids and other potentially infectious and hazardous materials.

**PHYSICAL:**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. While performing the duties of this job, the employee is regularly required to sit and use hands to handle or feel objects, tools, or controls. The employee is frequently required to talk or listen. The employee is required to stand, walk, reach with hands and arms; stoop, kneel, crouch, or crawl. This position could include occasional heavy lifting, carrying of objects, and pushing objects weighing up to fifty (50) pounds.

**POSITION TITLE:** EVIDENCE TECHNICIAN

I have read and understand the position description and confirm that I am able to perform the essential functions, duties and responsibilities as described above. I understand that this is not an employment contract, and this document is subject to revision as needed.

---

Employee's Signature

---

Date

---

Print Name

---

Supervisor's Signature

---

Date



**CivicPlus**

302 South 4th St. Suite 500  
Manhattan, KS 66502  
US

**Quote #:****Date:****Expires On:**

Statement of Work

Q-105019-1

7/25/2025 11:47 AM

9/23/2025

**Client:**

City of Anthony, NM

**Bill To:**

ANTHONY CITY, NEW MEXICO

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Jordan Cairns		cairns@civicplus.com		Net 30

## Discount(s)

QTY	PRODUCT NAME	DESCRIPTION
1.00	SeeClickFix 311 CRM Year 1 Annual Fee Discount	Year 1 Annual Fee Discount

## Recurring Service(s)

QTY	PRODUCT NAME	DESCRIPTION
1.00	SeeClickFix 311 CRM Pro	Unlimited gov user licenses for the SeeClickFix 311 CRM system that includes request management, constituent management, and a multi-channel communications inbox.

List Price - Initial Term Total	USD 10,460.00
Total Investment - Initial Term	USD 7,845.00
Annual Recurring Services (Subject to Uplift)	USD 10,460.00

Renewal Procedure	Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date
Annual Uplift	5% to be applied in year 2

This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions located at <https://www.civicplus.help/hc/en-us/p/legal-stuff> (collectively, the "Binding Terms"), By signing this SOW, Client expressly agrees to the terms and conditions of the Binding Terms throughout the term of this SOW.

Please note that this document is a SOW and not an invoice. Upon signing and submitting this SOW, Client will receive the applicable invoice according to the terms of the invoicing schedule outlined herein.

## Acceptance of Quote # Q-105019-1

The undersigned has read and agrees to the Binding Terms, which are incorporated into this SOW, and have caused this SOW to be executed as of the date signed by the Customer which will be the Effective Date:

For CivicPlus Billing Information, please visit <https://www.civicplus.com/verify/>

Authorized Client Signature

CivicPlus

By (please sign):

By (please sign):

\_\_\_\_\_  
Printed Name:

\_\_\_\_\_  
Printed Name:

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Date:

Organization Legal Name:

\_\_\_\_\_  
Billing Contact:

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Billing Phone Number:

\_\_\_\_\_  
Billing Email:

\_\_\_\_\_  
Billing Address:

\_\_\_\_\_  
Mailing Address: (If different from above)

\_\_\_\_\_  
PO Number: (Info needed on Invoice (PO or Job#) if required)

**CivicPlus**

302 South 4th St. Suite 500  
Manhattan, KS 66502  
US

**Quote #:****Date:****Expires On:**

Statement of Work

Q-105018-1

7/25/2025 11:46 AM

9/23/2025

**Client:**

City of Anthony, NM

**Bill To:**

ANTHONY CITY, NEW MEXICO

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Jordan Cairns		cairns@civicplus.com		Net 30

## Discount(s)

QTY	PRODUCT NAME	DESCRIPTION
1.00	SeeClickFix 311 CRM Year 1 Annual Fee Discount	Year 1 Annual Fee Discount

## Recurring Service(s)

QTY	PRODUCT NAME	DESCRIPTION
1.00	SeeClickFix 311 CRM Request	Unlimited gov user licenses for service request and constituent management tool to intake resident submission. Assign requests internally, resolve issues and measure request performance.

List Price - Initial Term Total	USD 6,961.00
Total Investment - Initial Term	USD 5,221.00
Annual Recurring Services (Subject to Uplift)	USD 6,961.00

Renewal Procedure	Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date
Annual Uplift	5% to be applied in year 2

This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions located at <https://www.civicplus.help/hc/en-us/p/legal-stuff> (collectively, the "Binding Terms"), By signing this SOW, Client expressly agrees to the terms and conditions of the Binding Terms throughout the term of this SOW.

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For CivicPlus Billing Information, please visit <https://www.civicplus.com/verify/>

Authorized Client Signature

CivicPlus

By (please sign):

By (please sign):

\_\_\_\_\_  
Printed Name:

\_\_\_\_\_  
Printed Name:

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Date:

Organization Legal Name:

\_\_\_\_\_  
Billing Contact:

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Billing Phone Number:

\_\_\_\_\_  
Billing Email:

\_\_\_\_\_  
Billing Address:

\_\_\_\_\_  
Mailing Address: (If different from above)

\_\_\_\_\_  
PO Number: (Info needed on Invoice (PO or Job#) if required)



# Proposal

Valid for 60 days from date of receipt

# Company Overview

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CivicPlus started back in June of 1998 with a simple yet powerful vision: to develop technology solutions that empower local government staff to manage daily operations efficiently without depending on paper-based processes or complex systems.

Today, CivicPlus provides public sector technology that provides intelligent automation for staff and a unified experience for residents. CivicPlus solutions help increase process efficiency by up to 40%, freeing staff to improve community engagement. Our wide range of government software solutions are designed to be flexible, scalable, and customizable, ensuring a singular experience for residents and staff.

## OUR PORTFOLIO INCLUDES:

- Municipal Websites
- Web Accessibility
- Agenda and Meeting Management
- Mass Notification
- Social Media Archiving
- NextRequest
- Recreation Management
- SeeClickFix 311 CRM
- Municode Codification
- Process Automation and Digital Services
- Community Development
- Asset Management
- Utility Billing
- Resident Portal

## Company Contact Information

302 S. 4th Street, Suite 500  
Manhattan, KS 66502  
Toll Free: 888.228.2233  
Fax: 785.587.8951  
[civicplus.com](http://civicplus.com)





# Experience & Recognition

**25+** Years

**10,000+** Customers

**950+** Employees

With public service in our DNA, our 25-year heritage of success is fueled by the expertise of our product innovators—many of whom served in local government. Our commitment to deliver impactful solutions in design and development, end-user satisfaction, and secure hosting has been instrumental in making us a leader in government technology. We are proud to have earned the trust of our over 10,000 customers and their over 100,000 administrative users. In addition, over 340 million residents engage with our solutions daily. With such experience, we are confident that we can provide the best solution for you.

We're proud to be recognized in various ways for our dedication and service to our customers.

- Winner of multiple Stevie® Awards, the world's top honors for customer service, sales professionals, and more.
- Designated a top-100 U.S. company by Government Technology magazine for making a difference in the public sector.
- Selected by Inc. Magazine as "One of the Fastest Growing Privately-Held Companies in the U.S." each year since 2011.
- Certified™ by Great Place To Work®, which is a prestigious award is based entirely on what current employees say about their working experience.



## The Best-Run Local Governments Run on CivicPlus Technology

Government leaders tell us that one of their most pressing needs is to improve how residents access and experience municipal services. However, they struggle with budget cutbacks and technology constraints. With CivicPlus, leaders can finally overcome the perpetual trade-off between the demand for better services and the realities of operational resources, by leveraging the unique Civic Impact Platform to deliver both unmatched end-to-end automated efficiency and truly unified, delightful resident experiences.

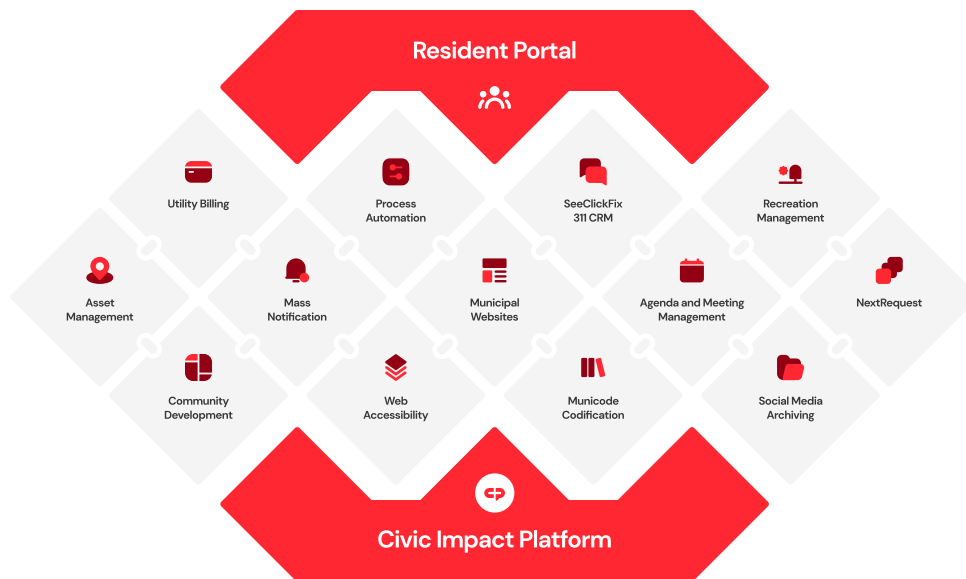
CivicPlus is the only government technology company exclusively committed to being a trusted partner for impact-led government, enabling our customers to efficiently keep our communities informed, involved, and connected using our innovative and integrated technology solutions built and supported by former municipal leaders and award-winning support teams. With it, our customers increase revenue and operate more efficiently while nurturing trust among residents.



# The Civic Impact Platform

The comprehensive Civic Impact Platform delivers unmatched end-to-end efficiency, supercharging staff impact through intelligent automation, and unlocking collaboration in and across departments. At the same time, this unique platform delivers a truly unified residence experience, delighting residents with a singular profile and single sign on for friction-free, no-hassle services.

With CivicPlus your team is always change-ready, staying a step ahead of disruption, whether evolving compliance and accessibility requirements, civil emergencies, and more.



## IMPACT-LED GOVERNMENT

Impact-led government goes beyond transactional services to create lasting change in communities. By modernizing processes, it uses automation, collaboration, and data-driven insights to help staff work more efficiently and make services more accessible—anticipating needs and addressing challenges before they arise for residents and staff.

The CivicPlus Civic Impact Platform Enables Impact-Led Government Through Five Key Principles:

1. Modernize and connect every function: Work better together through intelligent automation, efficiency, and stronger collaboration.
2. Deliver a singular, personalized resident experience: Replace hassle with friction-free delight, delivering a unified profile and intuitive, consistent experiences.
3. Supercharge staff impact: Boost staff performance with automated tasks, data-driven decisions, and aligned priorities and processes.
4. Strengthen compliance, accessibility, and readiness: Forward-thinking best practices and continuous adaptation to change.
5. Consolidate on a comprehensive, purpose-built platform: Choose solution breadth, eliminate multiple vendors, and gain compounding value over time.



# CivicPlus Resident Portal

## THE NEXT EVOLUTION IN DIGITAL RESIDENT ENGAGEMENT

CivicPlus Portal is a mobile-friendly, personalized online hub from which residents can quickly, easily, and securely obtain information, access resources, discover services, complete transactions, and interact with their local government administration. It is the public gateway to the Civic Impact Platform, empowering resident self-service from one central location for everything from submitting forms, referencing recent legislation, and engaging with public meetings to managing individual alert and notification preferences.



### Personalized Resident Benefits:

- One username, password, or popular platform-enabled single sign-on (via Facebook, Google, Microsoft, or Apple) to securely manage their user profile and interact with all their government resources and information.
- A personalized, customizable dashboard that serves as the launchpad to save frequently accessed digital services, view past interactions, bookmark frequent payment options, and stay up to date with featured, meaningful content.
- Anytime, anywhere access from any device.
- Enabling self-service form viewing, submission, and payments to support a variety of digital transactions from parking permits and business licenses to pet adoptions.
- Easy management of individual communication preferences related to routine and emergency alerts, website newsletters, and agenda & meeting notifications from one single view.
- A centralized hub to submit and track requests, such as public records requests, non-emergency issues, and code enforcement complaints and violations.

### Staff and Administrator Benefits:

- A low-maintenance tool for administrators to easily spotlight information, share content, and link to services to further promote local government initiatives while improving public transparency and trust.
- Ability to consolidate digital services from multiple CivicPlus and third-party solutions into one intuitive, accessible, and responsive interface.
- Consolidation of siloed alerts and notifications from the variety of solutions you control into a single view residents to sign up for and manage.
- Localization of cross-department payments and forms in one place, including those from CivicPlus and third-party solutions, enhancing residents' convenience for increased payments and engagement.
- Multi-factor authentication options and optimized for security and accessibility.



# Support Services

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## TECHNICAL SUPPORT

With technology, unlimited support is crucial. Our live technical support engineers based in North America are ready to answer your staff members' questions and ensure their confidence. CivicPlus' support team is available to assist with any questions or concerns regarding the technical functionality and usage of your new solution.

CivicPlus Technical Support hours typically span between 7 a.m. to 7 p.m. CST, but vary by product. You can access a Technical Support Team via a toll-free number as well as an online email support system for users to submit technical issues or questions.

Our current initial response time is 4-hours for email tickets during normal hours. Further, emergency technical support for urgent requests is available 24/7 for designated, named points-of-contact for most products.



### Award-Winning Support

CivicPlus has been honored with four Gold Stevie® Awards, eight Silver Stevie® Awards, and eleven Bronze Stevie® Awards. The Stevie Awards are the world's top honors for customer service, contact center, business development, and sales professionals.

## CIVICPLUS HELP CENTER

CivicPlus customers have 24/7 access to our online Help Center where users can review articles, user guides, FAQs, and can get tips on best practices. Our Help Center is continually monitored and updated by our dedicated Knowledge Management Team to ensure we are providing the information and resources you need to optimize your solution. The Help Center also provides our release notes to keep your staff informed of upcoming enhancements and maintenance.

## CONTINUING PARTNERSHIP

We won't disappear after your website is launched. You'll be assigned a dedicated customer success manager. They will partner with you by providing information on best practices and how to utilize the tools of your new system to engage your residents most effectively.

# Proposal Disclaimer

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## Proposal as Non-Binding Document

A successful project begins with a contract that meets the needs of both parties. This proposal is intended as a non-binding document, and the contents hereof may be superseded by an agreement for services. Its purpose is to provide information on a proposed project we believe will meet your needs based on the information available. If awarded the project, CivicPlus reserves the right to negotiate the contractual terms, obligations, covenants, and insurance requirements before a final agreement is reached. We look forward to developing a mutually beneficial contract with you.



# SeeClickFix 311 CRM



## Pro Package

# Features & Functionality

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SeeClickFix 311 CRM is a resident engagement and service request management platform that empowers local governments to streamline operations and foster community trust. Designed for local governments, SeeClickFix 311 CRM enables residents to report issues directly to the relevant departments, track progress, and receive real-time updates, while offering staff robust tools for efficient response and resolution management. The platform's powerful features, including mobile accessibility, duplicate request detection, and customizable reporting, make it easy for local governments to address community needs effectively, build stronger resident relationships, and improve operational efficiency.

## Request & Work Order Management

### IMPROVE STAFF EFFICIENCIES

- Easy-to-use mobile apps and website forms give residents a great experience allowing them to manage their request.
- Built-in duplicate detection saves you time and money.
- Geolocation detection from photos for increased location accuracy and ability to upload multiple photos.
- Automatic assignment workflows and due date escalation notification for quick documentation and resolution.
- Internal work orders created from service requests with related photos, locations, and details.
- Easily configure public and private settings for request categories and customizable questions.
- Easily log requests on behalf of residents with automatic updates sent.
- Support for marketing and rollout initiatives to ensure success at launch.
- Simple, clear report interfaces for quick access to data and core metrics.
- Recurring data exports tailored to your reporting requirements.
- Notification functionality for service request status.
- Mobile tools tailored to workers out in the field.
- Over 20 productized integrations and several API options.



### CONSTITUENT PROFILES FOR RESIDENT MANAGEMENT

- View a resident's profile with their history of interactions.
- Automatic creation of a resident profile.
- Tag profiles for grouping together (business owners, neighborhood watch groups, e.g.).
- Add notes to keep unique information to better personalize interactions with each resident.

### ACCESSIBILITY COMPLIANCE

We continuously work to improve best practices and adherence to WCAG, iOS, and Android accessibility guidelines.



## INTEGRATION CAPABILITIES

Integrate your SeeClickFix 311 CRM solution with the software you rely on across departments and teams to create workflow-multiplying automation. Our software integrates with leading technologies in asset and works management, code enforcement, GIS, 311 CRM, waste management, and more. Connecting these systems ensures that siloed systems, manual processes, and data black holes never slow your ability to maintain the safe, clean, and efficient community your residents expect. More information on our integration capabilities can be found here: <https://www.civicservice.civicplus.help/hc/en-us/articles/9936178716567-Integrations-Overview>.

### Current Integrations

- Accela Automation
- ArcGIS Online
- ArcGIS Workforce
- Bigbelly
- Brightly Asset Essentials
- CentralSquare Community Development (formerly TRAKiT)
- CentralSquare Enterprise Asset Management (formerly Lucity)
- Cityworks Asset Management Software (AMS)
- CivicPlus Community Development (CivicGov)
- Granicus SmartGov
- Hexagon EAM (HxGN, formerly Infor EAM)
- Infor Public Sector (IPS)
- Lagan (Verint CRM)
- Maximo
- Microsoft Dynamics
- Motorola PremierOne CSR
- OpenGov Enterprise Asset Management (formerly Cartegraph OMS)
- Oracle Service Cloud
- Tyler Technologies Enterprise Permitting & Licensing Software (EnerGov)
- Tyler Technologies Enterprise Asset Management (EAM)
- VUEWorks

## Mobile App

Every organization utilizing the SeeClickFix 311 CRM for request management can deploy branding for the SeeClickFix container application, which geolocates the user and shows the relevant organization(s) for the resident's location. The SeeClickFix mobile application has thousands of reviews with high ratings in both the Google Play and Apple stores. We update our apps, including Android and iOS, when new features become available or serious bugs have been identified. As an optional add-on, CivicPlus also offers a Marketplace branded mobile application as an upgrade for the included SeeClickFix mobile app. This enables your organization to promote a specific mobile app in the stores instead of the container mobile application for all SeeClickFix 311 CRM customers. The [CivicPlus Help Center](#) outlines the differences.

- Geo-specific SeeClickFix app.
- Utilization of mobile buttons to display content like payment sites, phone numbers, social media, etc. This can enable you to have an organization-wide mobile app for residents to connect with all aspects of your organization.
- Your internal staff can access most functionality to include due dates, assignments, and internal and public commentary for mobile management of requests.
- Allow for geographic-specific notifications via push to the app, email, and/or your web portal.



# Conversations

## OMNICHANNEL COMMUNICATION INBOX

### Improve and Simplify Resident and Local Government Engagement

Today's local government communicators are faced with the challenge of managing and monitoring a fragmented and expanding number of resident communication channels.

With residents now using email, phone, text messaging, social media, chatbots, web forms, and traditional office drop-ins to ask questions, make requests, and share concerns, staff members are left struggling to respond to every inquiry and do it in a way that ensures the highest quality customer service experience.

We believe resident communication is a key part of a positive and frictionless civic experience for both residents and local government difference-makers. Conversations from the SeeClickFix 311 CRM is a omnichannel communication tool designed to improve and simplify resident and local government engagement. Inbound resident messages from email, text, in-person, and digital media channels are consolidated into a single interface for rapid outbound response. Resident communication histories are documented at the individual profile level to facilitate optimal service interactions. Flexible internal processes and tools can be configured to ensure better service and more efficient internal workflows.

#### Communication Aggregation

A single interface for all resident communications that allows you to intake and manage messages

#### Frictionless Interactions

Respond to each message with personalized comments to develop an engaging interaction with your residents

#### Flexible Internal Configurations

Organize and prioritize all communications and correspond internally with other members of your administration to ensure that the right information reaches the right person

#### Resident Records

Every inbound communication via email or SMS creates a resident record to track and manage all correspondence specific to each resident

#### Expedited Issue Resolution

Internal commenting functionality enables inter-departmental collaboration and supports accelerated issue resolution

#### Tracking and Visibility

Track team member responsiveness, create KPIs, and monitor processes to hold teams accountable for providing high-quality resident service delivery





# Hosting & Security

The SeeClickFix 311 CRM's operational goal is 99.9% availability. All our systems are monitored continuously with automatic contact mechanisms and escalation to multiple members of our engineering team if a problem is detected. When problems occur, we use various methods to communicate status updates with partners.

Our services operate within the data center of AWS, which employ numerous techniques to ensure reliable uptimes for our equipment and network access. When outages occur in these facilities, we do depend on our vendor to provide timely updates and resolution.

We have designed our services with redundancy and recovery procedures in mind to mitigate single points of failure. This includes redundant systems, the ability to provision new instances if necessary, and regular data backups. Databases are replicated in real time to a secondary server and backed up at a different data center every four hours for disaster recovery purposes.

Our software and operational configurations are managed in a version control system, and in a worst-case scenario we are able to re-deploy our services from the database backups and version control repositories.

## DDOS MITIGATION

We have rate limits and filters in place for our public endpoints to discard most forms of abusive traffic. In a more severe situation, we would be able to migrate our services to alternate IP addresses or employ a commercial DDoS mitigation service to respond to a persistent attack.

## SYSTEM SECURITY

- Our server software is updated regularly to minimize exposure to security problems.
- We monitor various security announcement lists in order to respond quickly to any vulnerabilities.
- Systems are accessible to engineers only on an as-needed basis.
- Our software is revision controlled and can be used to recreate our systems as needed for scaling, repairs, or disaster recovery.
- Our systems have restricted visibility to the Internet via firewall mechanisms.
- We support SSL encryption on all our services, including integrations with remote systems.

## DATA CENTERS

Our data center provides a variety of physical and system security practices. For more details on AWS security policies: [aws.amazon.com/security](https://aws.amazon.com/security)



# Implementation

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## Project Timeline

From project kickoff to announcing the launch of your SeeClickFix 311 CRM Pro System, the implementation process averages 14 weeks. For projects that include specific integration to an approved third-party system, the timeline generally expands to 18-20 weeks. Your staff will work with a CivicPlus implementation consultant to establish a workable schedule once final scope has been determined and your project kicks off. This overview provides you with an outline of what to expect during each phase.

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# Approaching Your Project Implementation

## Phase 1: Introduction & Planning

Implementation begins with a kickoff call that includes your core project team, system admins, and implementation consultant. We will review your organization's goals, establish a timeline for launching your SeeClickFix 311 CRM, determine which departments will use the solution, and field any questions you have. Based on the scope of your project, your Implementation Consultant may decide to also complete the Request Admin Training during the kickoff call.

After this call, your implementation consultant will develop a final project timeline based on scope, agreed milestones, and key deliverables.

## Phase 2: Account Configuration

If your Request Admin training was not completed during your kickoff call, it will be completed at the beginning of the Account Configuration Phase.

You will configure your own account based on your needs and our best practices. Configuration will include setting up members, request types, automatic assignments, and notifications, escalation contacts, timeline response goals, preformatted response messages, custom emails, geographical areas for tracking and reporting, and mobile app buttons that link to webpages, call phone numbers, or display custom content.

We will also provide a one-hour Conversations Admin training. You will configure your own Conversations channels, including text, email, and call taker channels, preformatted response messages, assignees and workflows, and DNS records.

Optional Integrations: You will provide Integration deliverables and configure your Integration with support from CivicPlus.

During the Account Configuration Phase, your Project Team will meet regularly with your Implementation Consultant, who will provide ongoing support.

### Branding for App

The other key aspect of this phase is to identify the visual branding for the mobile app. If you are implementing a Marketplace app, your Implementation Consultant will provide a list of deliverables due during this phase.



## Phase 3: User Training & Testing

### Training

We will offer a one-hour Request User Training for all individuals who will use the system to manage requests. This training will cover the life cycle of a request from opening to closing, the full functionalities of the CRM, viewing requests on a list and map view, and generating reports.

We will also offer a one-hour Conversations User Training for all individuals who will use Conversations to manage resident interactions. This will include the life cycle of a Conversation, how to respond to, escalate, or transfer Conversations within the system, and how to manage Constituent profiles.

Optional Integration: We will provide a one-hour end-to-end testing call for individuals who will be managing the Integration between systems. This will include a full test of a request integrated into the remote system, as well as a tour of available self-service integration features.

SeeClickFix 311 CRM offers up to three free monthly live tutorials for customers to attend online. We will review the topics you were previously trained on, and you can ask questions of our lead trainer. Many customers find these refresher tutorials extremely valuable as a review or even with training of new staff members.

### Testing

After training, authorized members can begin testing the platform to better understand the features and capabilities of the system. This testing also allows the customer's admin team to make configuration changes needed prior to launch.

### Marketing

We will host a specific call to discuss launch and public announcement planning. We can provide a variety of resources to assist in marketing.

- Setting official launch and announcement date
- Adding web portal and app links to your website
- Developing and executing marketing plan

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Your Implementation Consultant will provide assistance with moving all account settings over to your live Production account.

On your launch date, the customer will add the web portal to their website and begin executing their marketing plan. The Customer Success Manager will provide ongoing support.



# Summary of Responsibilities

CivicPlus will provide the following:

- Initial creation of customer Sandbox and Production Accounts
- 30-minute Kickoff and Consulting Call
- Timeline Development
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- Optional Integration: 1-Hour End-to-End Testing Call
- Ongoing recurring check-ins to provide consulting services during implementation
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- Full configuration of account including conversations channels, request categories and workflows, member list, and more
- Delivering all Marketplace App Deliverables (including visuals for the app design) and providing CivicPlus full admin access to an active Apple Developer Account, if applicable
- Ensuring that the customer has API access with their integrated system and integration deliverables, if applicable
- Securing team availability for all meetings and trainings
- Full testing of account before launch
- Executing Marketing Plan



# Optional Enhancements

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## Platform Identity Provider (IdP) Integration

More often, local government IT teams are looking to implement single sign-on (SSO) functionality to simplify user access to all web and cloud-based applications without requiring individual authentication. The CivicPlus' Platform IdP Integration capabilities provide local governments with the following conveniences:

- Faster and easier access to vital third-party solutions that integrate with your CivicPlus unified applications, such as CivicPlus' Municipal Websites, Recreation Management, and Agenda and Meeting Management Select
- Reduced password and account maintenance
- The ability to log into your CivicPlus software accounts from any device with an Active Directory username and password
- Auto-account generation
- Group syncing
- Customization of the design of your active directory login page

We offer integration with Microsoft's Entra ID (formerly Azure AD), Microsoft's Active Directory Federation Services (AD FS) versions 3.0, 4.0, and 5.0, and Okta.



# Marketplace Mobile App

The CivicPlus Marketplace App is more than a request management solution; it's a fully configurable mobile application that serves as a centralized digital hub for community engagement across all CivicPlus solutions. Offering residents convenient access to your agency's information and services, as well as native SeeClickFix 311 CRM functionality, the app enhances transparency, service accessibility, and community satisfaction by serving as a mobile gateway to essential services and civic resources.

## Streamlined Civic Experience

Community members can easily report issues, access records, view meeting info, and respond to code enforcement—all from any mobile device. A centralized platform with chatbot, SMS, and email keeps the public informed and engaged.

## Configurable for Brand Consistency

Agencies can customize branding, buttons, and links in real-time, using over 300 icons to match services and maintain a consistent, user-friendly experience.

## Unified Platform for CivicPlus Solutions

Seamlessly integrates SeeClickFix 311 CRM with CivicPlus tools like Municipal Websites, Chatbot, Community Development, Recreation, Codification, and Mass Notifications.

## Unified Platform for CivicPlus Solutions

The app seamlessly integrates SeeClickFix 311 CRM with CivicPlus tools—like Websites, Chatbot, Community Development, Recreation, Codification, and Notifications—using in-app links and single sign-on for a connected user experience.

## Enhanced Visibility and Transparency

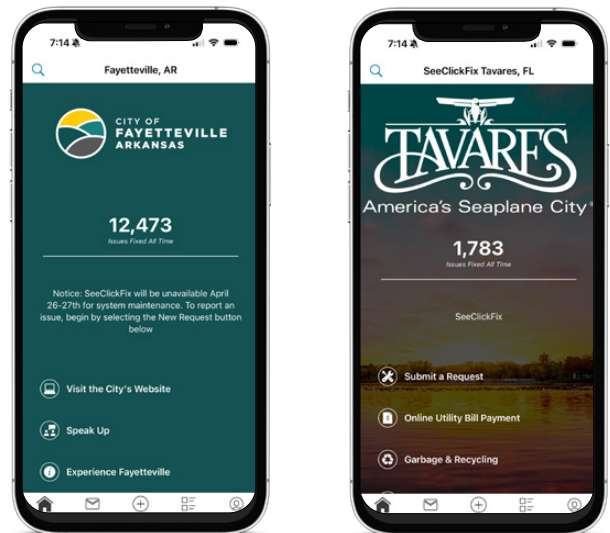
Residents can track service requests and get real-time updates on community events through dynamic content and notifications.

## Flexible, All-in-One Functionality

From records requests to pet licenses and program registration, the app adapts to community needs—earning 4+ star ratings from users of all community sizes.

## Multi-Jurisdictional Support

Geolocation and flexible branding let residents engage across neighboring agencies using SeeClickFix 311 CRM, expanding service reach and impact.



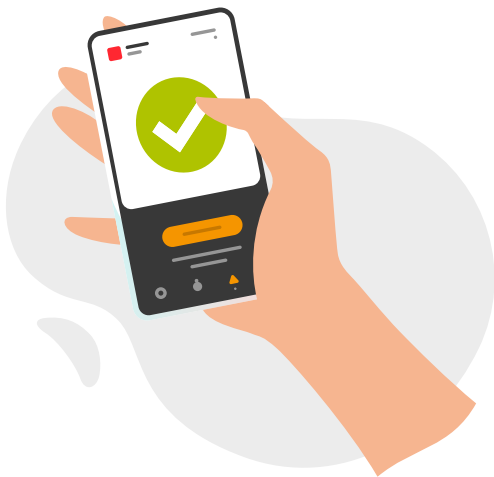
# CivicPlus Chatbot

## AI-POWERED CUSTOMER SERVICE TO DELIGHT YOUR RESIDENTS

You want to give your residents the highest quality, most responsive, and personalized customer service experiences. However, with less staff, fewer resources than ever before, and building pressure to enable contactless government, how can you continue to delight your community members? With smart customer service automation.

CivicPlus Chatbot is designed to convincingly simulate the way a human would behave during a customer service interaction. Our advanced technology combines the power of site search and artificial intelligence (AI), to deliver exceptional customer experiences to people using your CivicPlus website.

Our Chatbot crawls your website and other linked databases to create a continually, automatically updated AI-powered knowledgebase. The result is less time spent on common, transactional inquiries and happier residents who know they can quickly and effortlessly receive what they need from their municipality.



### Automated Customer Service

Chatbot simulates the quality service experiences your staff has with residents; saving you time from answering common questions by email, phone, and walk-in.

### Answers from Multiple Sources

Chatbot crawls your website and other linked databases to create a continually updated AI-powered knowledgebase.

### No Content Silos

Our smart Chatbot scans your content and routinely refines its responses for improved results.

### Insightful Analytics

Use Chatbot's reports to identify content gaps on your website and add the information, tools, and resources that people are searching for most frequently.

### An Experience Designed for the Public Sector

Unlike chatbots intended to facilitate retail sales, the CivicPlus Chatbot is designed to simulate government-resident interactions.







# Proposal

Valid for 60 days from date of receipt

# Company Overview

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CivicPlus started back in June of 1998 with a simple yet powerful vision: to develop technology solutions that empower local government staff to manage daily operations efficiently without depending on paper-based processes or complex systems.

Today, CivicPlus provides public sector technology that provides intelligent automation for staff and a unified experience for residents. CivicPlus solutions help increase process efficiency by up to 40%, freeing staff to improve community engagement. Our wide range of government software solutions are designed to be flexible, scalable, and customizable, ensuring a singular experience for residents and staff.

## OUR PORTFOLIO INCLUDES:

- Municipal Websites
- Web Accessibility
- Agenda and Meeting Management
- Mass Notification
- Social Media Archiving
- NextRequest
- Recreation Management
- SeeClickFix 311 CRM
- Municode Codification
- Process Automation and Digital Services
- Community Development
- Asset Management
- Utility Billing
- Resident Portal

## Company Contact Information

302 S. 4th Street, Suite 500  
Manhattan, KS 66502  
Toll Free: 888.228.2233  
Fax: 785.587.8951  
[civicplus.com](http://civicplus.com)



# Experience & Recognition

**25+ Years**

**10,000+ Customers**

**950+ Employees**

With public service in our DNA, our 25-year heritage of success is fueled by the expertise of our product innovators—many of whom served in local government. Our commitment to deliver impactful solutions in design and development, end-user satisfaction, and secure hosting has been instrumental in making us a leader in government technology. We are proud to have earned the trust of our over 10,000 customers and their over 100,000 administrative users. In addition, over 340 million residents engage with our solutions daily. With such experience, we are confident that we can provide the best solution for you.

We're proud to be recognized in various ways for our dedication and service to our customers.

- Winner of multiple Stevie® Awards, the world's top honors for customer service, sales professionals, and more.
- Designated a top-100 U.S. company by Government Technology magazine for making a difference in the public sector.
- Selected by Inc. Magazine as "One of the Fastest Growing Privately-Held Companies in the U.S." each year since 2011.
- Certified™ by Great Place To Work®, which is a prestigious award is based entirely on what current employees say about their working experience.



## The Best-Run Local Governments Run on CivicPlus Technology

Government leaders tell us that one of their most pressing needs is to improve how residents access and experience municipal services. However, they struggle with budget cutbacks and technology constraints. With CivicPlus, leaders can finally overcome the perpetual trade-off between the demand for better services and the realities of operational resources, by leveraging the unique Civic Impact Platform to deliver both unmatched end-to-end automated efficiency and truly unified, delightful resident experiences.

CivicPlus is the only government technology company exclusively committed to being a trusted partner for impact-led government, enabling our customers to efficiently keep our communities informed, involved, and connected using our innovative and integrated technology solutions built and supported by former municipal leaders and award-winning support teams. With it, our customers increase revenue and operate more efficiently while nurturing trust among residents.



# The Civic Impact Platform

The comprehensive Civic Impact Platform delivers unmatched end-to-end efficiency, supercharging staff impact through intelligent automation, and unlocking collaboration in and across departments. At the same time, this unique platform delivers a truly unified residence experience, delighting residents with a singular profile and single sign on for friction-free, no-hassle services.

With CivicPlus your team is always change-ready, staying a step ahead of disruption, whether evolving compliance and accessibility requirements, civil emergencies, and more.



## IMPACT-LED GOVERNMENT

Impact-led government goes beyond transactional services to create lasting change in communities. By modernizing processes, it uses automation, collaboration, and data-driven insights to help staff work more efficiently and make services more accessible—anticipating needs and addressing challenges before they arise for residents and staff.

The CivicPlus Civic Impact Platform Enables Impact-Led Government Through Five Key Principles:

1. Modernize and connect every function: Work better together through intelligent automation, efficiency, and stronger collaboration.
2. Deliver a singular, personalized resident experience: Replace hassle with friction-free delight, delivering a unified profile and intuitive, consistent experiences.
3. Supercharge staff impact: Boost staff performance with automated tasks, data-driven decisions, and aligned priorities and processes.
4. Strengthen compliance, accessibility, and readiness: Forward-thinking best practices and continuous adaptation to change.
5. Consolidate on a comprehensive, purpose-built platform: Choose solution breadth, eliminate multiple vendors, and gain compounding value over time.



# CivicPlus Resident Portal

## THE NEXT EVOLUTION IN DIGITAL RESIDENT ENGAGEMENT

CivicPlus Portal is a mobile-friendly, personalized online hub from which residents can quickly, easily, and securely obtain information, access resources, discover services, complete transactions, and interact with their local government administration. It is the public gateway to the Civic Impact Platform, empowering resident self-service from one central location for everything from submitting forms, referencing recent legislation, and engaging with public meetings to managing individual alert and notification preferences.



### Personalized Resident Benefits:

- One username, password, or popular platform-enabled single sign-on (via Facebook, Google, Microsoft, or Apple) to securely manage their user profile and interact with all their government resources and information.
- A personalized, customizable dashboard that serves as the launchpad to save frequently accessed digital services, view past interactions, bookmark frequent payment options, and stay up to date with featured, meaningful content.
- Anytime, anywhere access from any device.
- Enabling self-service form viewing, submission, and payments to support a variety of digital transactions from parking permits and business licenses to pet adoptions.
- Easy management of individual communication preferences related to routine and emergency alerts, website newsletters, and agenda & meeting notifications from one single view.
- A centralized hub to submit and track requests, such as public records requests, non-emergency issues, and code enforcement complaints and violations.

### Staff and Administrator Benefits:

- A low-maintenance tool for administrators to easily spotlight information, share content, and link to services to further promote local government initiatives while improving public transparency and trust.
- Ability to consolidate digital services from multiple CivicPlus and third-party solutions into one intuitive, accessible, and responsive interface.
- Consolidation of siloed alerts and notifications from the variety of solutions you control into a single view residents to sign up for and manage.
- Localization of cross-department payments and forms in one place, including those from CivicPlus and third-party solutions, enhancing residents' convenience for increased payments and engagement.
- Multi-factor authentication options and optimized for security and accessibility.



# Support Services

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## TECHNICAL SUPPORT

With technology, unlimited support is crucial. Our live technical support engineers based in North America are ready to answer your staff members' questions and ensure their confidence. CivicPlus' support team is available to assist with any questions or concerns regarding the technical functionality and usage of your new solution.

CivicPlus Technical Support hours typically span between 7 a.m. to 7 p.m. CST, but vary by product. You can access a Technical Support Team via a toll-free number as well as an online email support system for users to submit technical issues or questions.

Our current initial response time is 4-hours for email tickets during normal hours. Further, emergency technical support for urgent requests is available 24/7 for designated, named points-of-contact for most products.



### Award-Winning Support

CivicPlus has been honored with four Gold Stevie® Awards, eight Silver Stevie® Awards, and eleven Bronze Stevie® Awards. The Stevie Awards are the world's top honors for customer service, contact center, business development, and sales professionals.

## CIVICPLUS HELP CENTER

CivicPlus customers have 24/7 access to our online Help Center where users can review articles, user guides, FAQs, and can get tips on best practices. Our Help Center is continually monitored and updated by our dedicated Knowledge Management Team to ensure we are providing the information and resources you need to optimize your solution. The Help Center also provides our release notes to keep your staff informed of upcoming enhancements and maintenance.

## CONTINUING PARTNERSHIP

We won't disappear after your website is launched. You'll be assigned a dedicated customer success manager. They will partner with you by providing information on best practices and how to utilize the tools of your new system to engage your residents most effectively.

# Proposal Disclaimer

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## Proposal as Non-Binding Document

A successful project begins with a contract that meets the needs of both parties. This proposal is intended as a non-binding document, and the contents hereof may be superseded by an agreement for services. Its purpose is to provide information on a proposed project we believe will meet your needs based on the information available. If awarded the project, CivicPlus reserves the right to negotiate the contractual terms, obligations, covenants, and insurance requirements before a final agreement is reached. We look forward to developing a mutually beneficial contract with you.





## Request Package

# Features & Functionality

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SeeClickFix 311 CRM is a resident engagement and service request management platform that empowers local governments to streamline operations and foster community trust. Designed for local governments, SeeClickFix 311 CRM enables residents to report issues directly to the relevant departments, track progress, and receive real-time updates, while offering staff robust tools for efficient response and resolution management. The platform's powerful features, including mobile accessibility, duplicate request detection, and customizable reporting, make it easy for local governments to address community needs effectively, build stronger resident relationships, and improve operational efficiency.

## Request & Work Order Management

### IMPROVE STAFF EFFICIENCIES

- Easy-to-use mobile apps and website forms give residents a great experience allowing them to manage their request.
- Built-in duplicate detection saves you time and money.
- Geolocation detection from photos for increased location accuracy and ability to upload multiple photos.
- Automatic assignment workflows and due date escalation notification for quick documentation and resolution.
- Internal work orders created from service requests with related photos, locations, and details.
- Easily configure public and private settings for request categories and customizable questions.
- Easily log requests on behalf of residents with automatic updates sent.
- Support for marketing and rollout initiatives to ensure success at launch.
- Simple, clear report interfaces for quick access to data and core metrics.
- Recurring data exports tailored to your reporting requirements.
- Notification functionality for service request status.
- Mobile tools tailored to workers out in the field.
- Over 20 productized integrations and several API options.



### CONSTITUENT PROFILES FOR RESIDENT MANAGEMENT

- View a resident's profile with their history of interactions.
- Automatic creation of a resident profile.
- Tag profiles for grouping together (business owners, neighborhood watch groups, e.g.).
- Add notes to keep unique information to better personalize interactions with each resident.

### ACCESSIBILITY COMPLIANCE

We continuously work to improve best practices and adherence to WCAG, iOS, and Android accessibility guidelines.





## INTEGRATION CAPABILITIES

Integrate your SeeClickFix 311 CRM solution with the software you rely on across departments and teams to create workflow-multiplying automation. Our software integrates with leading technologies in asset and works management, code enforcement, GIS, 311 CRM, waste management, and more. Connecting these systems ensures that siloed systems, manual processes, and data black holes never slow your ability to maintain the safe, clean, and efficient community your residents expect. More information on our integration capabilities can be found here: <https://www.civicservice.civicplus.help/hc/en-us/articles/9936178716567-Integrations-Overview>.

### Current Integrations

- Accela Automation
- ArcGIS Online
- ArcGIS Workforce
- Bigbelly
- Brightly Asset Essentials
- CentralSquare Community Development (formerly TRAKiT)
- CentralSquare Enterprise Asset Management (formerly Lucity)
- Cityworks Asset Management Software (AMS)
- CivicPlus Community Development (CivicGov)
- Granicus SmartGov
- Hexagon EAM (HxGN, formerly Infor EAM)
- Infor Public Sector (IPS)
- Lagan (Verint CRM)
- Maximo
- Microsoft Dynamics
- Motorola PremierOne CSR
- OpenGov Enterprise Asset Management (formerly Cartegraph OMS)
- Oracle Service Cloud
- Tyler Technologies Enterprise Permitting & Licensing Software (EnerGov)
- Tyler Technologies Enterprise Asset Management (EAM)
- VUEWorks

## Mobile App

Every organization utilizing the SeeClickFix 311 CRM for request management can deploy branding for the SeeClickFix container application, which geolocates the user and shows the relevant organization(s) for the resident's location. The SeeClickFix mobile application has thousands of reviews with high ratings in both the Google Play and Apple stores. We update our apps, including Android and iOS, when new features become available or serious bugs have been identified. As an optional add-on, CivicPlus also offers a Marketplace branded mobile application as an upgrade for the included SeeClickFix mobile app. This enables your organization to promote a specific mobile app in the stores instead of the container mobile application for all SeeClickFix 311 CRM customers. The [CivicPlus Help Center](#) outlines the differences.

- Geo-specific SeeClickFix app.
- Utilization of mobile buttons to display content like payment sites, phone numbers, social media, etc. This can enable you to have an organization-wide mobile app for residents to connect with all aspects of your organization.
- Your internal staff can access most functionality to include due dates, assignments, and internal and public commentary for mobile management of requests.
- Allow for geographic-specific notifications via push to the app, email, and/or your web portal.



# Hosting & Security

The SeeClickFix 311 CRM's operational goal is 99.9% availability. All our systems are monitored continuously with automatic contact mechanisms and escalation to multiple members of our engineering team if a problem is detected. When problems occur, we use various methods to communicate status updates with partners.

Our services operate within the data center of AWS, which employ numerous techniques to ensure reliable uptimes for our equipment and network access. When outages occur in these facilities, we do depend on our vendor to provide timely updates and resolution.

We have designed our services with redundancy and recovery procedures in mind to mitigate single points of failure. This includes redundant systems, the ability to provision new instances if necessary, and regular data backups. Databases are replicated in real time to a secondary server and backed up at a different data center every four hours for disaster recovery purposes.

Our software and operational configurations are managed in a version control system, and in a worst-case scenario we are able to re-deploy our services from the database backups and version control repositories.

## DDOS MITIGATION

We have rate limits and filters in place for our public endpoints to discard most forms of abusive traffic. In a more severe situation, we would be able to migrate our services to alternate IP addresses or employ a commercial DDoS mitigation service to respond to a persistent attack.

## SYSTEM SECURITY

- Our server software is updated regularly to minimize exposure to security problems.
- We monitor various security announcement lists in order to respond quickly to any vulnerabilities.
- Systems are accessible to engineers only on an as-needed basis.
- Our software is revision controlled and can be used to recreate our systems as needed for scaling, repairs, or disaster recovery.
- Our systems have restricted visibility to the Internet via firewall mechanisms.
- We support SSL encryption on all our services, including integrations with remote systems.

## DATA CENTERS

Our data center provides a variety of physical and system security practices. For more details on AWS security policies: [aws.amazon.com/security](https://aws.amazon.com/security)



# Implementation

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- Ensuring that the customer has API access with their integrated system and integration deliverables, if applicable
- Securing team availability for all meetings and trainings
- Full testing of account before launch
- Executing Marketing Plan



# Optional Enhancements

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## Platform Identity Provider (IdP) Integration

More often, local government IT teams are looking to implement single sign-on (SSO) functionality to simplify user access to all web and cloud-based applications without requiring individual authentication. The CivicPlus' Platform IdP Integration capabilities provide local governments with the following conveniences:

- Faster and easier access to vital third-party solutions that integrate with your CivicPlus unified applications, such as CivicPlus' Municipal Websites, Recreation Management, and Agenda and Meeting Management Select
- Reduced password and account maintenance
- The ability to log into your CivicPlus software accounts from any device with an Active Directory username and password
- Auto-account generation
- Group syncing
- Customization of the design of your active directory login page

We offer integration with Microsoft's Entra ID (formerly Azure AD), Microsoft's Active Directory Federation Services (AD FS) versions 3.0, 4.0, and 5.0, and Okta.



# Conversations

## OMNICHANNEL COMMUNICATION INBOX

### Improve and Simplify Resident and Local Government Engagement

Today's local government communicators are faced with the challenge of managing and monitoring a fragmented and expanding number of resident communication channels.

With residents now using email, phone, text messaging, social media, chatbots, web forms, and traditional office drop-ins to ask questions, make requests, and share concerns, staff members are left struggling to respond to every inquiry and do it in a way that ensures the highest quality customer service experience.

We believe resident communication is a key part of a positive and frictionless civic experience for both residents and local government difference-makers. Conversations from the SeeClickFix 311 CRM is a omnichannel communication tool designed to improve and simplify resident and local government engagement. Inbound resident messages from email, text, in-person, and digital media channels are consolidated into a single interface for rapid outbound response. Resident communication histories are documented at the individual profile level to facilitate optimal service interactions. Flexible internal processes and tools can be configured to ensure better service and more efficient internal workflows.

#### Communication Aggregation

A single interface for all resident communications that allows you to intake and manage messages

#### Frictionless Interactions

Respond to each message with personalized comments to develop an engaging interaction with your residents

#### Flexible Internal Configurations

Organize and prioritize all communications and correspond internally with other members of your administration to ensure that the right information reaches the right person

#### Resident Records

Every inbound communication via email or SMS creates a resident record to track and manage all correspondence specific to each resident

#### Expedited Issue Resolution

Internal commenting functionality enables inter-departmental collaboration and supports accelerated issue resolution

#### Tracking and Visibility

Track team member responsiveness, create KPIs, and monitor processes to hold teams accountable for providing high-quality resident service delivery





# Marketplace Mobile App

The CivicPlus Marketplace App is more than a request management solution; it's a fully configurable mobile application that serves as a centralized digital hub for community engagement across all CivicPlus solutions. Offering residents convenient access to your agency's information and services, as well as native SeeClickFix 311 CRM functionality, the app enhances transparency, service accessibility, and community satisfaction by serving as a mobile gateway to essential services and civic resources.

## Streamlined Civic Experience

Community members can easily report issues, access records, view meeting info, and respond to code enforcement—all from any mobile device. A centralized platform with chatbot, SMS, and email keeps the public informed and engaged.

## Configurable for Brand Consistency

Agencies can customize branding, buttons, and links in real-time, using over 300 icons to match services and maintain a consistent, user-friendly experience.

## Unified Platform for CivicPlus Solutions

Seamlessly integrates SeeClickFix 311 CRM with CivicPlus tools like Municipal Websites, Chatbot, Community Development, Recreation, Codification, and Mass Notifications.

## Unified Platform for CivicPlus Solutions

The app seamlessly integrates SeeClickFix 311 CRM with CivicPlus tools—like Websites, Chatbot, Community Development, Recreation, Codification, and Notifications—using in-app links and single sign-on for a connected user experience.

## Enhanced Visibility and Transparency

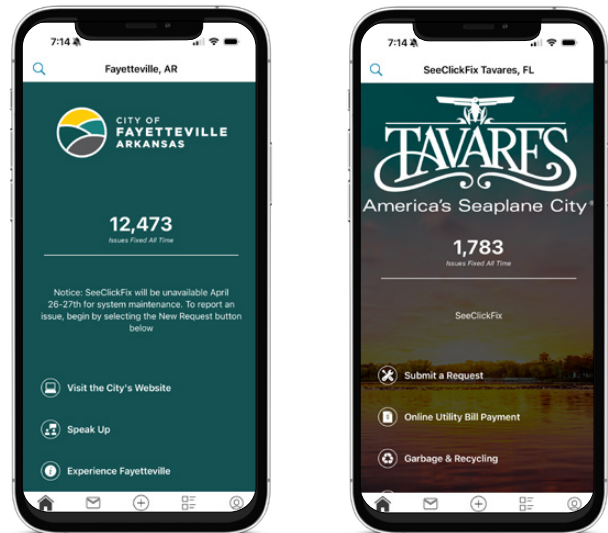
Residents can track service requests and get real-time updates on community events through dynamic content and notifications.

## Flexible, All-in-One Functionality

From records requests to pet licenses and program registration, the app adapts to community needs—earning 4+ star ratings from users of all community sizes.

## Multi-Jurisdictional Support

Geolocation and flexible branding let residents engage across neighboring agencies using SeeClickFix 311 CRM, expanding service reach and impact.



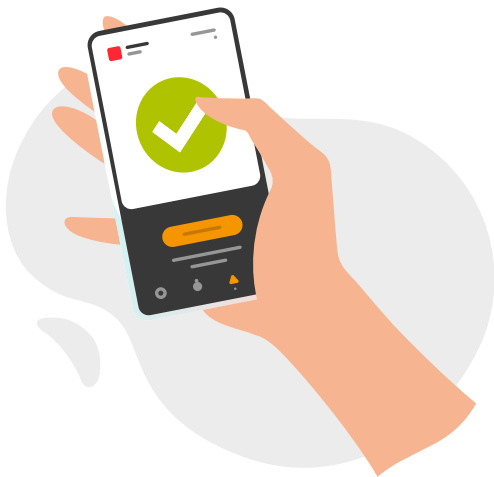
# CivicPlus Chatbot

## AI-POWERED CUSTOMER SERVICE TO DELIGHT YOUR RESIDENTS

You want to give your residents the highest quality, most responsive, and personalized customer service experiences. However, with less staff, fewer resources than ever before, and building pressure to enable contactless government, how can you continue to delight your community members? With smart customer service automation.

CivicPlus Chatbot is designed to convincingly simulate the way a human would behave during a customer service interaction. Our advanced technology combines the power of site search and artificial intelligence (AI), to deliver exceptional customer experiences to people using your CivicPlus website.

Our Chatbot crawls your website and other linked databases to create a continually, automatically updated AI-powered knowledgebase. The result is less time spent on common, transactional inquiries and happier residents who know they can quickly and effortlessly receive what they need from their municipality.



### Automated Customer Service

Chatbot simulates the quality service experiences your staff has with residents; saving you time from answering common questions by email, phone, and walk-in.

### Answers from Multiple Sources

Chatbot crawls your website and other linked databases to create a continually updated AI-powered knowledgebase.

### No Content Silos

Our smart Chatbot scans your content and routinely refines its responses for improved results.

### Insightful Analytics

Use Chatbot's reports to identify content gaps on your website and add the information, tools, and resources that people are searching for most frequently.

### An Experience Designed for the Public Sector

Unlike chatbots intended to facilitate retail sales, the CivicPlus Chatbot is designed to simulate government-resident interactions.



## Service Order

**Conterra Networks**  
5301 77 Center Drive  
Charlotte, NC 28217  
Phone 704.936.1800  
[www.conterra.com](http://www.conterra.com)

**Quote #:** 54441-Q-44999  
**Date:** July 31, 2025  
**Valid Until:** August 29, 2025

Legal Business Name:	The City of Anthony NM Park	Conterra Contact
Contact: Diana Murillo		Rep: Mellissa Arellano
Phone: 5758822983		Phone:
E-Mail:		E-Mail: marellano@conterra.com
Address: 224 North 4th Street		
Anthony, New Mexico 88021		
United States		

**Contract Term: 60 Months**

Promotion Details	Total Promotion Discount
One Free Month of MRC: \$870 in bill credits will be applied to your first invoice.	(\$870.00)

**Location: 224 North 4th Street Anthony NM 88021 Location Status: Near-Net**

Description	QTY	Unit MRC	Total NRC	Total MRC
<b>Premier Internet - 1 Gb</b>	1.00	\$725.00		\$725.00
<b>Premier Internet Service Plan</b>	1.00	\$45.00		\$45.00
Internet - Symmetrical Install Charge, Managed DDoS, Static IP Address - Stand Alone				
<b>Managed Router- Enterprise</b>	1.00	\$100.00		\$100.00
<b>Managed Router Enterprise - Install Charge</b>	1.00			
<b>Sub Total:</b>				<b>0</b>
				<b>\$870.00</b>

**Quote Totals**

		Total NRC	Total MRC
		\$0.00	\$870.00

## Order

This Order Form ("Order") is entered into by and between Conterra Ultra Broadband, LLC, a South Carolina liability company ("Conterra Networks") on behalf of itself and for the benefit of itself and its Affiliates, and Customer.

This Order is subject to and controlled by the **Terms and Conditions set forth at <https://conterra.com/terms-and-conditions/>**, which are incorporated herein by reference (collectively, the Order and the Terms and Conditions shall be referred to as the "Agreement"). Customer's signature constitutes acceptance of the Order and its agreement to the Terms and Conditions.

**SERVICE, TERM AND RATES:** Conterra agrees to provide, and Customer agrees to accept the services (hereinafter, the "Service(s)") beginning on the In-Service Date and continue for the Term and the rates contained above. Conterra and Customer shall use commercially reasonable efforts to provide services on or about the Requested Service Date.

IN WITNESS WHEREOF, the Parties hereto have caused this Order to be executed by their duly authorized officers or representatives.

## Notes

1. Customer will provide rack space and power at no cost to Conterra.
2. Pricing is exclusive of taxes and fees.
3. Pricing and availability are contingent upon the credit approval, final site survey and engineering.
4. Customer is responsible for ensuring access to the property where Service will be provided. Customer agrees as follows (check one):

☐

Customer warrants that it is the Building/Property owner or otherwise has the authority to, and shall, allow Conterra, its agents, contractors, and Affiliates to install and maintain all equipment necessary to provide Services to the Customer at the Customer's premises, including, but not limited to access to the roof. Customer shall be responsible for arranging access to any of the rights of way, conduit, and equipment space necessary to provide the Service on the Customer's premises so that Conterra may install, repair, maintain, inspect, replace, or remove any and all facilities associated equipment provided by Conterra; or

☐

Customer is not the Building/Property owner. Customer understands installation will not be completed until the Building/Property owner or their agent or designee has authorized access to the property by Conterra. The Customer will be required to provide contact information for the Building/Property Owners, or their agents, or designees.

## CONTERRA

## The City of Anthony NM Park

By:

By:

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



## IP Address Request and Justification Form

*Completion of this form is mandatory when requesting more than five usable IPv4 static IP address*

Conterra Networks abides by the policies of the American Registry for Internet Numbers (ARIN) regarding IP address allocation. As part of standard service provided, Conterra Networks will assign the amount of IP addresses that customers can justify for use on their equipment. Written justification for any IP addresses requested is required so that we can demonstrate to ARIN that IP addresses allocated to Conterra Networks are used efficiently.

As you may be aware, the depletion of Internet Protocol Version 4 (IPv4) has made legacy IP addresses difficult to obtain, and ISPs are not receiving additional allocations except under special circumstances. As such, we appreciate your diligence and honesty in the request for these resources.

Please complete and sign the form and return it to your Account Executive.

### Customer Information

Please provide the following information:

<b>Organization/Company Name:</b>	The City of Anthony NM Park			
<b>Address:</b>	224 North 4th Street			
<b>City:</b>	Anthony	<b>State:</b>	New Mexico	<b>Zip:</b> 88021
<b>Phone:</b>	5758822983	<b>Email:</b>		

### Current IPv4 Address Space Utilization

Please list all IPv4 address space currently assigned from all sources:

Network	Size	Assigned By	Assign Date	% in use
Example: 200.22.22.0	/24	SomeISP	4-11-2002	80%

*If more space is required, you may list additional IP addresses with the above information of such on a separate sheet of paper and attach it to the end of this form.*

Check this box if you are going to renumber and return IPv4 addresses from another ISP. If checked, what is the expected date for the renumbering to be completed:

**Requested IP Address Space**

IPv4 block size or number of additional useable IPv4 addresses requested:

Please describe your planned use of the requested IPv4 address space. List the services you will be using that require a discreet IP address and their purpose. Typical services include email servers, web servers, private nameservers, FTP servers, firewalls and SSL websites.

IPv6 block size or number of additional useable IPv6 addresses requested:

Please provide a map or diagram showing how the IPv6 address block would be sub-netted.

**Planned Usage of IPv4 Address Space**

Please provide additional information about the Projected usage for the IPv4 address space that you are requesting

Network	Subnet Size	Max	Now	3 Months	6 Months	Description
Example 200.22.22.0	255.255.255.0	254	128	150	230	Campus Network

If you are providing webhosting services, please indicate in section above the IP addresses currently being used for this purpose and provide a list of the domains being hosted below. If IP-based hosting is being done, a list the technical reasons why name-based hosting cannot be done must be included as well.

**Additional Comments:**

**Customer Acknowledgement:**

I hereby certify that I am authorized to represent the organization named above and that all the information provided on this form is true and correct to the best of my knowledge. I understand Internet Protocol Version 4 address space is limited and users of the Internet are responsible for conserving address space and ensuring that space is utilized efficiently.

---

*Signature*

---

*Print Name*

---

*Title*

*The review of IP requests sent to Conterra Networks for /27 and smaller requests will be completed in one business day. The review for larger requests may take longer.*



# Barracuda Email Protection

## Complete security for Microsoft 365

For organizations that want to protect their businesses, brands, and people against the most advanced email-borne threats, Barracuda Email Protection is a comprehensive, easy-to-use solution that delivers gateway defense, API-based inbox defense, incident response, data protection, and compliance capabilities.

### Block spam, malware, and zero-day threats

Barracuda uses advanced techniques to detect known spam and malware. It also provides email continuity, along with outbound filtering and encryption, to prevent data loss. Built-in Advanced Threat Protection uses payload analysis and sandboxing to discover zero-day malware. Link protection redirects suspicious and typo-squatted URLs, and web security blocks access to malicious web domains to prevent recipients from downloading malware inadvertently.

### Get real-time defense against spear phishing

Barracuda's unique API-based architecture lets its AI engine study historical email and learn users' unique communication patterns. It can then identify anomalies in message metadata and content, to find and block socially engineered attacks in real time.

### Defend your organization against account takeover.

Barracuda stops the phishing attacks that hackers use to harvest credentials for account takeover. It detects anomalous email behavior and alerts IT, then finds and removes all fraudulent emails sent from compromised accounts.

### Respond to email threats post-delivery.

Identify potential threats post-delivery based on insights gathered from analysis of previously delivered email and community-sourced threat intelligence. Preserve IT resources with automatic removal of malicious messages and automated response playbooks. Stay ahead of the cybercriminals and block future attacks with continuous remediation.

### Train users to identify the latest threats

Enable your users to recognize the latest phishing techniques and help prevent attacks from spreading across your organization. Get access to highly engaging training materials and phishing simulations based on real-world threats.

### Secure data and ensure compliance.

Get cloud backup for Microsoft 365 data including Exchange Online mailboxes, SharePoint Online, OneDrive for Business, and Teams. Fast point-in-time recovery in the event of accidental or malicious deletion. Cloud archiving helps you meet compliance requirements with e-discovery, granular retention policies, and unlimited storage.

# Key Features

## Phishing and Impersonation Protection

- Direct connectivity to Microsoft 365
- Fast, easy setup (less than 5 minutes)
- Stops spear-phishing attacks, business email compromise (BEC), extortion, and other socially engineered attacks
- Artificial intelligence to detect and stop email attacks in real time
- Detects and alerts account takeover activity
- Notifies external users and deletes compromised email
- Blocks attackers' access to compromised account
- Provides visibility into inbox rule changes and suspicious sign-ins
- Threat environment analytics and reporting

## Incident Response

- Outlook add-in and one-click threat reporting
- Security incident alerts
- Geographical insights
- Community-sourced threat data
- Recipient and behavior data
- Removes emails from user mailboxes
- Sets inbound email policies
- Blocks access to malicious web content
- Automatic remediation of malicious content
- Continuous remediation
- Automated workflow builder
- API integration for SOAR/SIEM/XDR platforms

## Cloud-to-Cloud Backup

- Backup and recovery for Microsoft 365: Exchange Online, SharePoint Online, OneDrive, and Teams for Business.
- Granular scheduling and restores
- Automated or manual backups
- Multi-selection restores
- Granular recovery of SharePoint items
- Restore back to Exchange Online or OneDrive for Business, or download files locally

## Email Gateway Defense

- Cloud-based protection against spam, malware, viruses, phishing, and other email-borne threats
- Advanced Threat Protection using full-system emulation sandbox
- Agentless email encryption and data loss prevention
- Link and typo-squatting protection
- Email continuity with failover to cloud-based email service
- Emergency mailbox to send, receive, read, and respond to email

## Cloud Archiving

- Archive directly from Microsoft 365 to cloud-based archive
- PST management for legacy email
- Granular retention policies
- Full text search with multiple operators

## Security Awareness Training

- Threat simulation for email, SMS, voice, and physical media
- Real-world threat templates
- Security education and Microlearning videos
- Quizzes and risk assessment surveys
- Collects over 16,000 data points
- Detailed trend analytics
- Customizable reports and dashboards

## Domain Fraud Protection

- DMARC authentication, reporting, and analysis
- Prevent domain spoofing and brand hijacking

## Data Inspector

- Scans OneDrive and SharePoint for sensitive information and malicious files
- Malicious file identification
- Data classification settings
- Automated email notifications for admins, compliance officers, and users
- Role-based access control
- Advanced encryption capabilities

Barracuda Email Protection is available in three plans. Find the plan that’s right for you.

CAPABILITIES	ADVANCED	PREMIUM	PREMIUM PLUS
AI-powered detection and response	✓	✓	✓
Spam, Malware, and Ransomware protection	✓	✓	✓
Phishing and BEC protection	✓	✓	✓
Account Takeover protection	✓	✓	✓
QR-code attack protection	✓	✓	✓
Link protection	✓	✓	✓
Attachment sandboxing	✓	✓	✓
Dynamic warning banners	✓	✓	✓
DMARC reporting	✓	✓	✓
Automated Incident Response	✓	✓	✓
SIEM/SOAR/XDR integrations	✓	✓	✓
Email encryption	✓	✓	✓
Email continuity	✓	✓	✓
Data loss prevention	✓	✓	✓
Unlimited Microsoft 365 backup		✓	✓
Point-in-time data recovery		✓	✓
File scanning for PII and malware		✓	✓
Remediation of improper file shares		✓	✓
Cloud archiving			✓
Security awareness training*			✓
Attack simulation*			✓

*\*For MSP customers, security awareness training and attack simulation are available as a managed service.*





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**RICHARD VALDEZ,**

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For all other customers, click below to convert your quote to an order.

This quote is subject to CDW's Third Party Cloud Services Order Form Terms and Conditions set forth at <https://www.cdwg.com/content/cdwg/en/terms-conditions/third-party-cloud-services-order-form-terms-and-conditions-.html>

**Convert Quote to Order**

**ACCOUNT MANAGER NOTES:**

.  
. 70x Advanced + SAT + XDR Cloud ProServ (12 mos) NNL  
.  
.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
PMZB434	7/21/2025	QUOTE	12046718	\$8,719.19

**QUOTE DETAILS**

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<a href="#">BARRACUDA EMAIL PROT ADV PLAN 1M 1U</a> Mfg. Part#: EP-ADVANCED-U-1M Electronic distribution - NO MEDIA Contract: New Mexico CES (2022-01-AG01-All)	840	8183314	\$3.04	\$2,553.60
<a href="#">Barracuda E-Mail Protection Security Awareness Training - subscription lice</a> Mfg. Part#: EP-SAT-USR-1M Electronic distribution - NO MEDIA Contract: New Mexico CES (2022-01-AG01-All)	840	6801747	\$0.75	\$630.00
<a href="#">BCDA PRO SVC PREMOTIE QUICK START</a> Mfg. Part#: BPS-RMQS-EP PRM Electronic distribution - NO MEDIA Contract: New Mexico CES (2022-01-AG01-All)	1	8228385	\$2,350.00	\$2,350.00
<a href="#">Barracuda Extended Detection and Response Cloud Risk Detection, Monitor Onl</a> Mfg. Part#: BXDR-CLOUD-MON-MB-1M Electronic distribution - NO MEDIA Contract: New Mexico AEPA-025F S&L Gov & Hi-Ed (AEPA25F/2025-01-AF101-ALL)	840	8103386	\$2.99	\$2,511.60

These services are considered Third Party Services, and this purchase is subject to CDW's [Third Party Cloud Services Terms and Conditions](#), unless you have a written agreement with CDW covering your purchase of products and services, in which case this purchase is subject to such other written agreement.

The third-party Service Provider will provide these services directly to you pursuant to the Service Provider's standard terms and conditions or such other terms as agreed upon directly between you and the Service Provider. The Service Provider, not CDW, will be responsible to you for delivery and performance of these services. Except as otherwise set forth in the Service Provider's agreement, these services are non-cancellable, and all fees are non-refundable.

<b>SUBTOTAL</b>	\$8,045.20
<b>SHIPPING</b>	\$0.00
<b>SALES TAX</b>	\$673.99
<b>GRAND TOTAL</b>	<b>\$8,719.19</b>

**PURCHASER BILLING INFO**

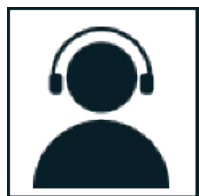
**Billing Address:**  
CITY OF ANTHONY  
ACCTS PAYABLE  
820 HIGHWAY 478  
ANTHONY, NM 88021-9369  
**Phone:** (575) 882-2983  
**Payment Terms:** Net 30 Days-Govt State/Local

**DELIVER TO**

**Shipping Address:**  
CITY OF ANTHONY  
RICHARD VALDEZ  
820 HIGHWAY 478  
ANTHONY, NM 88021-9369  
**Phone:** (575) 882-2983  
**Shipping Method:** ELECTRONIC DISTRIBUTION

**Please remit payments to:**

CDW Government  
75 Remittance Drive  
Suite 1515  
Chicago, IL 60675-1515

**Sales Contact Info**

**Christopher Medina** | (877) 638-8054 | [chrimed@cdwg.com](mailto:chrimed@cdwg.com)

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For more information, contact a CDW account manager.

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**Convert Quote to Order**

<b>ACCOUNT MANAGER NOTES:</b>	.
	.
	70x Advanced + SAT + ProServ (12 mos)>NNL
	.
	.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
PMZB467	7/21/2025	QUOTE	12046718	\$3,450.31

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<a href="#">BARRACUDA EMAIL PROT ADV PLAN 1M 1U</a>	840	8183314	\$3.04	\$2,553.60
Mfg. Part#: EP-ADVANCED-U-1M				
Electronic distribution - NO MEDIA				
Contract: New Mexico CES (2022-01-AG01-All)				
<a href="#">Barracuda E-Mail Protection Security Awareness Training - subscription lice</a>	840	6801747	\$0.75	\$630.00
Mfg. Part#: EP-SAT-USR-1M				
Electronic distribution - NO MEDIA				
Contract: New Mexico CES (2022-01-AG01-All)				

<b>SUBTOTAL</b>	\$3,183.60
<b>SHIPPING</b>	\$0.00
<b>SALES TAX</b>	\$266.71
<b>GRAND TOTAL</b>	<b>\$3,450.31</b>

PURCHASER BILLING INFO	DELIVER TO
<b>Billing Address:</b> CITY OF ANTHONY ACCTS PAYABLE 820 HIGHWAY 478 ANTHONY, NM 88021-9369 <b>Phone:</b> (575) 882-2983 <b>Payment Terms:</b> Net 30 Days-Govt State/Local	<b>Shipping Address:</b> CITY OF ANTHONY RICHARD VALDEZ 820 HIGHWAY 478 ANTHONY, NM 88021-9369 <b>Phone:</b> (575) 882-2983 <b>Shipping Method:</b> ELECTRONIC DISTRIBUTION

**Please remit payments to:**

CDW Government  
75 Remittance Drive  
Suite 1515  
Chicago, IL 60675-1515



**Sales Contact Info**

**Christopher Medina** | (877) 638-8054 | [chrimed@cdwg.com](mailto:chrimed@cdwg.com)

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ACCOUNT MANAGER NOTES:	.
	.
	70x Advanced + SAT + ProServ (12 mos)>NNL
	.
	.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
PMZB385	7/21/2025	QUOTE	12046718	\$5,997.18

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<a href="#">BARRACUDA EMAIL PROT ADV PLAN 1M 1U</a> Mfg. Part#: EP-ADVANCED-U-1M Electronic distribution - NO MEDIA Contract: New Mexico CES (2022-01-AG01-All)	840	8183314	\$3.04	\$2,553.60
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<a href="#">BCDA PRO SVC PREMOTTE QUICK START</a> Mfg. Part#: BPS-RMQS-EP PRM Electronic distribution - NO MEDIA Contract: New Mexico CES (2022-01-AG01-All)	1	8228385	\$2,350.00	\$2,350.00

SUBTOTAL		\$5,533.60
SHIPPING		\$0.00
SALES TAX		\$463.58
GRAND TOTAL		\$5,997.18
PURCHASER BILLING INFO		DELIVER TO



**Billing Address:**  
CITY OF ANTHONY  
ACCTS PAYABLE  
820 HIGHWAY 478  
ANTHONY, NM 88021-9369  
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**Payment Terms:** Net 30 Days-Govt State/Local

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ANTHONY, NM 88021-9369  
**Phone:** (575) 882-2983  
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# PRICE QUOTATION

## CARAHSOFT TECHNOLOGY CORP



11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VA 20190  
PHONE: (703) 871-8500 | FAX: (703) 871-8505 | TOLL FREE: (888) 66-CARAH  
WWW.CARAHSOFT.COM/FORTINET | FORTINET@CARAHSOFT.COM



**TO:** Christian Vega  
Conterra Broadband Services

**FOR:** City of Anthony  
820 NM-478  
Anthony, NM 88021 USA

**FROM:** Andrea Callanan  
FORTINET Team  
Carahsoft Technology Corp.  
11493 Sunset Hills Road  
Suite 100  
Reston, VA 20190

**EMAIL:** cvega@conterra.com  
**PHONE:**

**EMAIL:** it@cityofanthonymn.com  
**PHONE:** (575) 882-2983

**EMAIL:** Andrea.Callanan@carahsoft.com  
**PHONE:** (571) 662-4778  
**FAX:** (703) 871-8505

**TERMS:** FTIN: 52-2189693  
Shipping Point: FOB Destination  
Remit To: Same as Above  
Payment Terms: Net 30 (On Approved Credit)  
Cage Code: 1P3C5  
DUNS No: 088365767  
UEI: DT8KJHZXVJH5  
Credit Cards: VISA/MasterCard/AMEX  
Credit Card Fees May Apply  
Sales Tax May Apply

**QUOTE NO:** 58232340  
**QUOTE DATE:** 07/29/2025  
**QUOTE EXPIRES:** 08/28/2025  
**RFQ NO:** FTQ-4302920  
**SHIPPING:** GROUND  
**TOTAL PRICE:** \$3,242.00  
**TOTAL QUOTE:** \$3,242.00

LINE NO.	PART NO.	DESCRIPTION	LIST PRICE	QUOTE PRICE	QTY	EXTENDED PRICE
1	FC1-10-FECLD-423-02-12	FortiMail Cloud - Gateway Premium with Cloud API Connector FortiMail Cloud - Gateway Premium w. Cloud Email API support for Microsoft 365 or Google (25-100 mailboxes) Fortinet, Inc. - FC1-10-FECLD-423-02-12	\$37.80	\$25.64	OM 100	\$2,564.00
2	FC1-10-PHCLD-1262-02-12	FortiPhish Enterprise Subscription 1 Year Per-User Subscription for 1-100 users: Cloud-delivered FortiPhish Enterprise Phishing Simulation Service, including FortiCare Premium support Fortinet, Inc. - FC1-10-PHCLD-1262-02-12	\$10.00	\$6.78	OM 100	\$678.00
<b>SUBTOTAL:</b>						\$3,242.00
<b>TOTAL PRICE:</b>						<b>\$3,242.00</b>
<b>TOTAL QUOTE:</b>						<b>\$3,242.00</b>

City of Anthony - FortiMail

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# Mimecast Engage

*Mitigate real risk and revolutionize security awareness with a human-centric approach*

## The Problem

Human risk is real risk, but it often goes unmitigated. Why? It's exceedingly difficult to identify, and few solutions exist that can do it quickly and at scale. Security teams are left doing the cleanup, using home-grown tools and visualizations to better understand human risk, or simply hoping that a one-size-fits-all security awareness program can offset it. The truth is – it can't.

Legacy security awareness solutions have always struggled to answer the most important questions they're asked: "Does training work? Does it reduce risk?" It's time for security awareness to do more. But to do more, it needs to be re-envisioned.

## The Solution

To effectively manage human risk, security teams need visibility into employees' real actions, not just simulated phishing and training engagement metrics. Traditional awareness training data doesn't represent real risk, and we shouldn't accept it as a satisfactory stand-in considering the expanse of data available to us across the security landscape.

With a singular view of human risk based on multiple data sources, we can build a foundation of behavioral insights that powers true risk mitigation.

Mimecast Engage is a revolutionized security awareness solution powered by Mimecast's Human Risk Management Platform. Mimecast Engage leverages risk signals from across the Mimecast ecosystem to deliver the right intervention and training to each employee, at the point of risk, and based on real behaviors. The solution is built for simplicity and scale, equipping security teams to focus on real security outcomes and behavior change, while still satisfying compliance requirements and CISO-level program visibility.

**8%** of employees are responsible for **80%** of security incidents.\*

**68%** of security breaches involve a human element.\*\*

### Mimecast Value

- **Identify your riskiest employees in real-time.** Gain unprecedented human risk visibility, built on behaviors observed across your collaborative landscape.
- **Stop risky behavior with a smarter approach to training.** Leverage powerful risk insights to tailor intervention and training to each employee's unique risk profile.
- **Reset your team's focus on true risk reduction.** Deliver real, measurable security outcomes from a platform built for simplicity and scale.

\* Size and Shape of Workforce Risk, Cyentia Institute 2023

\*\* 2024 Verizon Data Breach Investigations Report

Feature	Details
<b>Human Risk Dashboard</b>	<ul style="list-style-type: none"> <li>Company-wide human risk scoring based on real phishing data, simulated phishing metrics, and training metrics</li> <li>Displays the organization's frequency of inbound phishing attacks (Attack Factor)</li> <li>Highlights your organization's riskiest employees</li> </ul>
<b>Individual Risk Profile</b>	<ul style="list-style-type: none"> <li>Individualized risk scoring based on real phishing data, simulated phishing metrics, and training metrics</li> <li>Displays an individual's attack volume relative to the organization</li> <li>Records the actions taken in responses to risky events and behaviors (i.e., sending a nudge in response to the employee clicking a phishing link)</li> </ul>
<b>Behavioral Nudges</b>	<ul style="list-style-type: none"> <li>Behavioral nudges deliver timely feedback and instruction in response to real-world security events and security awareness results</li> <li>Reinforces positive behaviors and addresses negative behavior with a library of engaging mini modules (:20-40s)</li> </ul>
<b>Training</b>	<ul style="list-style-type: none"> <li>140+ TV-style training modules with a humor-forward, micro-learning approach</li> <li>Covers critical security topics, including data privacy, phishing, social engineering, impersonation, and more</li> <li>Aligns with key industry standards (ISO, NIST, PCI DSS, GDPR, and HIPAA)</li> </ul>
<b>Phishing Simulation</b>	<ul style="list-style-type: none"> <li>Offers an extensive library of realistic phishing simulation templates</li> <li>Assesses organizational resilience against common email-based attacks</li> </ul>
<b>Rapid Deployment &amp; Automation</b>	<ul style="list-style-type: none"> <li>Program deploys in minutes with the help of an interactive first-time setup</li> <li>Offers highly automated 12-month program administration</li> <li>Additional administration can be scaled up and down as desired</li> </ul>

## Engage Use Cases

### Uncover your greatest sources of human risk

Mimecast's Human Risk Dashboard surfaces your organization's riskiest employees through extensive analysis of email behavior, phishing attack data, and security awareness metrics. By centralizing multiple risk signals around the individual, Mimecast Engage enables you to better understand and respond to the real risk facing your employees.

### Focus intervention on the employees that need it most

Mimecast Engage operationalizes risk signals from the Mimecast platform to deliver an array of behavioral nudges. This just-in-time, micro-learning approach equips you to train smarter and limit the amount of training for the rest of your organization.

### Satisfy compliance and keep employees engaged

Mimecast Engage's extensive content library covers critical security topics and supports your compliance requirements. Our content is produced with your employees in mind. Each module is highly entertaining and packed with humor while still striking a balance of memorable and informative.

### Simplify security awareness program administration

Your time is valuable. With powerful automation, Mimecast Engage redirects your attention to real risk reduction and gets you out of the business of managing antiquated training and simulation tools.



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PMVP955	7/16/2025	QUOTE	12046718	

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<a href="#">MIMECAST CRITICAL PROT CLD GATEWAY</a> Mfg. Part#: M_CRTL-PRT-CG_50_A Electronic distribution - NO MEDIA Contract: New Mexico AEPA-025F S&L Gov & Hi-Ed (AEPA25F/2025-01-AF101-ALL)	99	8278310	\$79.50	\$7,870.50
<a href="#">Mimecast Advanced Support - technical support - 1 year</a> Mfg. Part#: M_ADV-SP_1_A Electronic distribution - NO MEDIA Contract: New Mexico AEPA-025F S&L Gov & Hi-Ed (AEPA25F/2025-01-AF101-ALL)	1	7805949	\$0.00	\$0.00
<a href="#">MIMECAST IMP MGD IMPLEMENTATION</a> Mfg. Part#: M_IMP_MGD_1_OO Electronic distribution - NO MEDIA Contract: New Mexico AEPA-025F S&L Gov & Hi-Ed (AEPA25F/2025-01-AF101-ALL)	1	5911386	\$0.00	\$0.00

<b>SUBTOTAL</b>	\$7,870.50
<b>SHIPPING</b>	\$0.00
<b>SALES TAX</b>	\$659.35
<b>GRAND TOTAL</b>	<b>\$8,529.85</b>

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QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	
PMVP951	7/16/2025	QUOTE	12046718	

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<a href="#">MIMECAST CRITICAL PROT CLD GATEWAY</a> Mfg. Part#: M_CTRL-PRT-CG_50_A Electronic distribution - NO MEDIA Contract: New Mexico AEPA-025F S&L Gov & Hi-Ed (AEPA25F/2025-01-AF101-ALL)	99	8278310	\$79.50	\$7,870.50
<a href="#">MIMECAST ENGAGE CLOUD GATEWAY</a> Mfg. Part#: M_ENG-CG_50_A Electronic distribution - NO MEDIA Contract: New Mexico AEPA-025F S&L Gov & Hi-Ed (AEPA25F/2025-01-AF101-ALL)	99	8082898	\$39.50	\$3,910.50
<a href="#">Mimecast Advanced Support - technical support - 1 year</a> Mfg. Part#: M_ADV-SP_1_A Electronic distribution - NO MEDIA Contract: New Mexico AEPA-025F S&L Gov & Hi-Ed (AEPA25F/2025-01-AF101-ALL)	1	7805949	\$0.00	\$0.00
<a href="#">MIMECAST IMP MGD IMPLEMENTATION</a> Mfg. Part#: M_IMP_MGD_1_OO Electronic distribution - NO MEDIA Contract: New Mexico AEPA-025F S&L Gov & Hi-Ed (AEPA25F/2025-01-AF101-ALL)	1	5911386	\$0.00	\$0.00
<a href="#">Configuration Assistance for Engage</a> Mfg. Part#: M_IMP_MGD_1_OO Electronic distribution - NO MEDIA Contract: New Mexico AEPA-025F S&L Gov & Hi-Ed (AEPA25F/2025-01-AF101-ALL)	1	5911386	\$0.00	\$0.00

<b>SUBTOTAL</b>	\$11,781.00
<b>SHIPPING</b>	\$0.00
<b>SALES TAX</b>	\$986.95
<b>GRAND TOTAL</b>	<b>\$12,767.95</b>

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	<b>Please remit payments to:</b>  CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515



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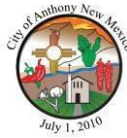
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# **CITY OF ANTHONY**

## **Community Development Coordinator**

### **JOB DISCRIPTION**

**Department:** Community Development  
**Reports to:** Mayor  
**FLSA:** Non- Exempt (Full-Time)  
**Approved:** March 5, 2025

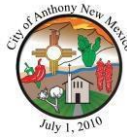
### **POSITION SUMMARY:**

Community Development Coordinator plans, assists, and coordinates activities and operations of the Community Development Department. Provides highly responsible and complex administrative support and technical advice and assistance to other city departments. The Community Development Coordinator is responsible for collecting data from the community to plan, develop, and implement new programs and maintain current structures. **This position includes a supervisory role over the Animal Control/Code Officer.**

### **ESSENTIAL JOB FUNCITONS:**

The duties listed are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to that position.

1. Participates in overseeing and coordinating the day-to-day operations of the Community Development Department, including planning, zoning, enforcement of development codes and economic development.
2. Conduct planning and economic development research and analysis; preparing staff reports for the City Council, and the Planning & Zoning Commission, and providing recommendations regarding various Community Development matters.
3. Implements and administers a variety of Planning and Zoning Community Development functions. Prepares a variety of studies, reports, and related information for decision-making purposes and presents that information to the Planning Commission and City Council.
4. Coordinates the periodic review and updating the City's Comprehensive Plan, area specific plans, and development codes within the Municipal Code to ensure updates meet City goals and follow state and federal regulations and oversees special annual projects and reports.
5. Provides assistance and information to developers, internal customers, and the public on matters relating to development requirements, the planning process, and procedures, and interprets and communicates code regulations.
6. Provides administrative support, including drafting documents and other correspondence. Summarizes information from maps, reports, field and file investigations, and books.
7. Assists the Director of Community Development in pursuing economic development funding opportunities; maintains positive relationships with and knowledge of programs offered by philanthropic foundations and economic development organizations at the local, state, and federal level; prepares and administers grant applications and contracts.
8. Assists in responding to requests for information from businesses, and housing developers interested in investing, developing, and locating; assesses the level of impact a proposed development would provide and develops comprehensive proposals consistent with the City's Economic Policies outlining business assistance that could be provided together with other economic development organizations.
9. Coordinates and promotes department's work with other City divisions, local, regional, and state agencies, and organizations by providing technical assistance, knowledge of projects and procedures, communicating goals and objectives, and working to resolve issues.



10. Assists with annual and long-range planning, budget estimates, staffing levels and department needs, and monitors budget expenditures.
11. Serves as a liaison to various City commissions, committees, and community organizations by attending meetings, representing the City, presenting projects, and providing direction and information; provides oversight to ensure appropriate information is provided.
12. Assumes management responsibilities for all services and activities of parks and recreation facilities including oversight of numerous recreational amenities such as:
  - Outdoor spaces, walking paths, and dog parks
  - Playgrounds, basketball courts, ball fields, and other sport facilities
  - After-school programs and sports programs
  - City Facilities, including Urgent Care Center (UCC), Multi-generation Center, Portables, and other public facilities
  - Public events, concerts and other community events
  - Community Gardens
  - Tourist Attractions.
13. Attend all City of Anthony Planning and Zoning Commission meetings and will serve as a liaison to the Governing Body.
14. Supervises the Animal Control/Codes Officer, including scheduling, assigning tasks, and reviewing performance to ensure compliance with city codes and ordinances.

#### **KNOWLEDGE, SKILLS AND ABILITIES:**

- Community Development operations, policies, and procedures.
- Principles of planning, zoning, economic development, and community development.
- Regulations governing community development activities.
- State statutes, City codes and ordinances relative to area of responsibility.

Project management and program administration principles.

#### **SUPERVISORY RESPONSIBILITIES:**

- Directly supervises the Animal Control/Codes Officer.
- Provides guidance, monitors workload, reviews performance, and ensures work complies with applicable laws and city procedures.
- May assist with recruitment, training, and evaluation of assigned staff

#### **MINIMUM QUALIFICATIONS:**

- **Education:** High school diploma or GED required. **Associates in a related field is preferred but not required.**
- **Experience:** 2 years of relevant work experience in administration, customer service, community service, or a related field. Prior experience in government, planning, or code enforcement is a plus.
- **Skills:**
  - Clear communication (verbal and written)
  - Basic computer proficiency (email, word processing, data entry)
  - Ability to work independently and manage multiple tasks
  - Comfortable working with the public and resolving questions or concerns



- **Other:** Willingness to attend evening meetings as needed. A one-year probationary period applies. On-the-job training will be provided for technical functions.

**This position has a probationary period of 1 year.**

**PHYSICAL DEMANDS AND WORK ENVIROMENT:**

Requires the ability to operate, maneuver and/or control the actions of equipment, machinery, tools, and/or materials used in performing essential functions. Tasks involve the ability to exert light physical effort in light to sedentary work, but which may involve some lifting, carrying, pushing and/or pulling of objects and materials of light weight (5-10 pounds). Tasks may involve extended periods of time at a keyboard or workstation.

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Employee Name: \_\_\_\_\_

Employee Signature: \_\_\_\_\_